



AGENDA

Port of Bandon
 Regular Commission Meeting
 February 17, 2022, 5:00pm
 via ZOOM
www.portofbandon.com/meetings
 for details

A.	Consent Calendar		
i.	December Minutes	Commissioners	A-C
ii.	January Minutes	Commissioners	D-E
iii.	October Financials	Commissioners	F-P
iv.	November Financials	Commissioners	Q-Z
v.	December Financials	Commissioners	AA-KK
B.	Presiding Officer and Commissioners Comments		
C.	Ordinances and Resolutions		
D.	Public Contracts and Purchasing		
E.	Public Hearings		
F.	Port Managers Report		
i.	2021 Audit Report	Jeff/Commissioners	1-24
ii.	CSFRF Grant Agreement Authorization	Jeff/Commissioners	25-39
iii.	ADA Fishing Pier Update	Jeff/Commissioners	Verbal
G.	Port Staff Reports		
i.	Harbormaster	Shawn/Commissioners	Verbal
ii.	Farmers Market	Josh/Commissioners	Verbal
H.	Executive Session		
I.	Other Miscellaneous Matters		
J.	Public Comment		
K.	Adjournment		

NOTES:

Port of Bandon
Regular Commission Meeting
December 16, 2021 5:00pm
Via ZOOM
Bandon, OR

Commissioners Present: Reg Pullen, Rick Goche, Rod Taylor, Donny Goddard and Wayne Butler
Staff: Jeff Griffin - Port Manager, Josh Adamson - Project Manager, Shawn Winchell – Harbormaster, Peggi Towne – Farmers Market Manager
Volunteer: John Towne – Farmers Market

Guests: Lori Osborne, Clay Davis, Jane Ujhazi, LeAnn Scarr, Eileen Quinn, Sally Eeds, Margaret Pounder, Brad Keith, Chris Hendrickson, Sara Autumn, Patrick Bethe, David Wilhite

Commissioner Pullen opened the meeting at 5:05.

A motion was made by Commissioner Butler to approve the consent calendar. Motion seconded by Commissioner Goddard. Motion passes unanimously.

Griffin updated the commission on the status of the Port Planning and Marketing Fund application to Business Oregon, and provided and discussed a proposed amendment to the Port's 2015 Strategic Business Plan adding "Mariculture Demonstration and Feasibility" projects to the Public Private Partnerships and Action Items section (listed in table S1 of the Plan). **Commissioner Goche moved to approve the changes made to the Port of Bandon's Strategic Business Plan amending Table S1 to add Mariculture demo and feasibility. Commissioner Butler seconded. Motion passes unanimously.**

A renewal for Special Districts Insurance Services (SDIS) Property and Casualty Insurance Program was presented along with an agreement for a Longevity Credit and Rate Lock from January 1, 2022 to December 31, 2023. **A motion was made by Commissioner Taylor to give Jeff authority to sign the renewal for the Property and Casualty insurance program through SDIS. Commissioner Goche seconded. Motion passes unanimously.**

The Farm and Sea Lease Proposal topic was removed from the Agenda as the Osbornes have withdrawn their proposal. Public comment was taken by Brad Keith who spoke about the Farmers Market vendors forming a 3-person board to help oversee the Farmers Market going forward. The topic may be discussed more in January.

Billeter Marine has started work on the rock anchors and completed some off-site concrete pile cap work for the ADA Fishing Pier on the marina breakwater. Jeff and Shawn will be traveling to Coos Bay tomorrow to visit Billeter and see what work has been completed at their facility.

Public access to walk on the breakwater has been closed until early spring while work is being completed.

No update on the State ARPA funding allocated for the marina redevelopment project yet. The funds owed for the Port of Bandon Economic Development Fund have been paid and there are no federal strings with the program anymore. **Commissioner Goche moved that the board direct Jeff to proceed forward with the Port of Bandon taking over management of the Economic Development Fund. Commissioner Goddard seconded. Motion passes unanimously.**

Commissioner Goche moved with cooperation from the Economic Development Board that the Port use up to \$750,000 of balance offered by that board for the marina redevelopment if able to move forward. Commissioner Butler seconded. Motion passes unanimously.

Oregon State Senators and members of Congress have sent a letter to the Secretary of the Army for Civil Works detailing a workplan for the Infrastructure Investment and Jobs Act for 2021. This plan includes language about the Coquille River Jetty in disrepair. Commissioner Goche noted the retirement of Congressman Peter DeFazio and the need to be heard on future projects with his successor. Commissioner Goche noted the importance of the PNWA trip to D.C. to lobby for such projects.

Griffin reported that sediment testing for the dredge permit application came back below levels of concern. The Port of Bandon now has permission from PSET to do flow lane disposal and ocean disposal for dredging. The results are valid for 7 years and Jeff can now finish writing the permits needed for the sport basin and marina dredging. Commissioner Taylor asked if there were ways of recording levels and targeting for a later date to stretch out the life of the projects. Jeff and Commissioner Butler discussed the current need for dredging both basins, especially the sport basin.

Port Staff Report:

- Shawn mentioned he went to Charleston Marina to retrieve the trailer that goes to the vessel previously owned by Don Chance that the Port has recently taken ownership of and reported that work milling the panels for 2 more garage doors for the east side of the building have begun and the crew has finished installing the new railing for the boardwalk area.
- Peggi thanked the Port Commission for the years of supporting the Farmers Market and requested that it continue for the benefit of the Port and the public. There will be a potluck celebration for their retirement on Friday starting at noon, all are welcome to attend. This is the 10th year for the Farmers Market

Public Comment

- Brad spoke again about forming 3 vendors into a board to help manage and report to the Port.
- Jane Ujhazi had 2022 market questions about management, organization, applications and changes. Jeff advised that communication will be sent out via an email list for vendors to notify of changes, future agenda items and management of the market.
- Dave Wilhite had concerns about the jetty repair report from Novembers Commission meeting stating he thinks that if the jetty that runs from Edgewater's Restaurant to the South Jetty is rebuilt or repaired, it might visually impair the views people get from Jetty Rd. He is anxious to see more information as the project develops.

Meeting was adjourned at 5:39pm

Respectfully submitted by Joshua Adamson

Port of Bandon
Special Commission Meeting
January 10, 2021, 1:30pm
Old Town Marketplace
& Via ZOOM
Bandon, OR

Commissioners Present: Reg Pullen, Rick Goche, Rod Taylor, Donny Goddard and Wayne Butler
Staff: Jeff Griffin - Port Manager, Josh Adamson - Project Manager, Shawn Winchell – Harbormaster

Guests: John Towne, David Brock-Smith, Carmen Defranco, Brenda Meade – Coquille Indian Tribe Council Chairman

Commissioner Pullen opened the meeting at 1:30.

Chair Meade discussed the past years efforts with collecting wild brood stock of Coquille River Chinook Salmon for the restoration project between the Port of Bandon, The Coquille Indian Tribe and Oregon Department of Fish and Wildlife (ODFW). The efforts made were not sufficient to reach the goal but were better than previous years. The Tribe, being federally recognized, have petitioned the State of Oregon to give the Coquille Indian Tribe a vote with ODFW. A bounty program was discussed with the eradication of the small mouth bass that has become invasive to the Coquille River and is predatory to the survival of Chinook Salmon. Commissioner Pullen stated he preferred a bounty program over a derby. State Rep David Brock-Smith gave an example of a derby on the Rogue River and also noted he is interested in hearing from local agencies on capital projects for his district. The bounty program was discussed by Chair Meade and Port commissioners related to bounty prices, locations, collection stations and rules/regulations. Commissioner Pullen thought the Port should start a 501c3 nonprofit group called Friends of the Coquille River that funds for the bounty program could be deposited. Carmen shared his business of providing rods to underage children for free and spoke of the lack of signage for anglers and lack of public outreach. Commissioner Pullen thinks releasing only One Hundred Fifty thousand chinook smolts is not enough and would like to see ODFW release at least Five Hundred thousand.

Commissioner Goche made a motion to authorize staff to organize around a 501c3 to get this process started for the purpose of establishing a fund with coordination from ODFW and the Coquille Indian Tribe to establish a bounty on small mouth bass. Commissioner Goddard seconded the motion. Motion passes unanimously.

Commissioner Butler made a motion to petition ODFW to increase the number of Chinook Salmon smolts released on the lower Coquille River from One Hundred Fifty Thousand to Five

Hundred Thousand for the 2022 year. Motion seconded by Commissioner Taylor. Motion passes unanimously.

Commissioner Pullen described a piece of land the Port of Bandon owns on Lampa Creek and asked for Port staff to investigate possible use in the Salmon Restoration Project. Commissioner Goche asked Jeff to inform him of inspection so he may attend.

State Rep David Brock Smith informed the commission that he is requesting Twenty-Five Thousand to start the bass bounty fund with matches from participating organizations. He will also request funding for expanded infrastructure on the High Dock.

Carmen spoke of not knowing much about local events and suggested the Port do more for public outreach. He was unaware of Port meetings until Commissioner Taylor invited him. Commissioner Goche suggested a bi-weekly press release be done. David spoke of the mail service he uses to keep his district informed. The Port thanked Brenda and David for attending the meeting.

Jeff outlined the changes proposed to amend and update the Port of Bandon Strategic Business Plan. **Commissioner Goche made a motion to ratify the Strategic Business Plan as amended with the addition directing staff to work with the City of Coquille for the Riverwalk Phase 2. Commissioner Goddard seconded the motion. Motion passes unanimously.**

Public Comment

- John Towne spoke regarding support for the bass bounty program and increased smolt release.

Meeting was adjourned at 2:52pm

Respectfully submitted by Joshua Adamson

**PORT OF BANDON
OREGON**

AUDIT REPORT

JUNE 30, 2021

Prepared By
SIGNE GRIMSTAD
Certified Public Accountant
530 NW 3rd, Suite E
PO Box 1930
Newport, Oregon 97365

PORT OF BANDON, OREGON

BOARD OF COMMISSIONERS

Rick Goche, Commissioner 56010 Fairview Road Coquille, OR 97423	Position #1 Term expires: June 30, 2025
Wayne Butler, Secretary/Treasurer PO Box 674 Bandon, OR 97411	Position #2 Term expires: June 30, 2023
Reg Pullen, President 55966 Prosper Jct. Road Bandon, OR 97411	Position #3 Term expires: June 30, 2025
Donny L. Goddard, Vice President PO Box 247 Bandon, OR 97411	Position #4 Term expires: June 30, 2023
Rod Taylor, Commissioner 1180 4 th St NE Bandon, OR 97411	Position #5 Term expires: June 30, 2023

ADMINISTRATION

Port Manager	Jeff Griffin
Finance Director	Kathy Reed

PORT OF BANDON, OREGON

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GRIMSTAD & ASSOCIATES

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

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Board of Commissioners
Port of Bandon
Bandon, Oregon

Report on the Financial Statements

I have audited the accompanying cash basis financial statements of the business-type activities of the Port of Bandon (Port), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Port's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the business-type activities of the Port of Bandon as of June 30, 2021, and the respective changes in cash basis financial position thereof for the year then ended in accordance with the cash basis of accounting described in Note 1.

Members:
AICPA OSCPA & OAIA

Basis of Accounting

I draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. My opinion is not modified with respect to this matter.

Other Matters

Supplemental information


Accounting principles generally accepted in the United States of America require that the management's discussions and analysis, listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

My audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Port's basic financial statements. The budget and actual schedules and reconciliation to net position are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental budget schedules and reconciliation to net position are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the budget to actual schedules and reconciliation to net position are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Oregon State Regulations

In accordance with the Minimum Standards Audit of Oregon Municipal Corporations, I have issued my report dated December 22, 2021, on my consideration of Port of Bandon's compliance with certain laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of my testing of compliance and the results of that testing and not to provide an opinion on compliance.


SIGNE GRIMSTAD
Certified Public Accountant
Newport, Oregon
December 22, 2021

PORT OF BANDON, OREGON
MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Port of Bandon (Port), we offer readers of the Port's financial statements this narrative overview and analysis of the financial business-type activities of the Port for the fiscal year ended June 30, 2021. This management discussion and analysis is presented at the front of each year's financial statements. We encourage readers to consider the information presented in conjunction with additional information that we have furnished in the Port's financial statements and the notes thereto, which follow this narrative. The Port's audit report for the year ended June 30, 2021 was unmodified with no qualifications or exceptions noted.

The Port's basic financial statements include:

- Statement of Net Position - Cash Basis for proprietary/business-type activities that provides an overview of cash and cash equivalents owned by the Port. With no debt the net difference available is a resource for future operations and activities.
- Statement of Revenues, Expenses and Changes in Net Position - Cash Basis summarizes the operation expenses of the Port and how operation revenues, taxes, grants and other resources cover those expenditures.

Overview of Financial Statements

The Statement of Net Position shows information concerning the Port's cash position. Net position is the difference between assets and liabilities.

The following financial information summarizes the Port's financial position for the fiscal year ending June 30.

	<u>2021</u>	<u>2020</u>	<u>Variance</u>
Assets			
Cash and cash equivalents	<u>\$ 1,499,032</u>	<u>\$ 1,195,877</u>	<u>\$ 303,155</u>
Liabilities			
Current and other liabilities	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Net Position			
Unrestricted	<u>1,499,032</u>	<u>1,195,877</u>	<u>303,155</u>
Total liabilities and net position	<u>\$ 1,499,032</u>	<u>\$ 1,195,877</u>	<u>\$ 303,155</u>

Summary of Operations and Changes in Net Position

Below is a summary of operations of the current fiscal year ending June 30, 2021 compared to the prior year 2020.

Summary of Operations and Changes in Net Position - Continued

Change in Net Position at Fiscal Year End

	<u>2021</u>	<u>2020</u>	<u>Variance</u>
Revenues			
Program			
Moorage	\$ 55,654	\$ 45,082	\$ 10,572
Leases and rentals	222,177	204,561	17,616
General			
Miscellaneous	4,844	8,968	(4,124)
Property taxes	549,503	513,213	36,290
Investment income	9,844	24,238	(14,394)
Grants	<u>468,020</u>	<u>32,142</u>	<u>435,878</u>
Total revenues	<u>1,310,042</u>	<u>828,204</u>	<u>481,838</u>
Expenses			
Program			
Services	878,769	586,782	291,987
General			
Capital outlay	<u>128,118</u>	<u>121,255</u>	<u>6,863</u>
Total expenses	<u>1,006,887</u>	<u>708,037</u>	<u>298,850</u>
Change in net position	303,155	120,167	182,988
Net position – July 1	<u>1,195,877</u>	<u>1,075,710</u>	<u>120,167</u>
Net position – June 30	<u>\$ 1,499,032</u>	<u>\$ 1,195,877</u>	<u>\$ 303,155</u>

Financial Highlights

Total cash and cash equivalents of the Port is \$1,499,032. With \$1,402,499 in the local government investment pool.

The Port's net position increased by \$303,155 from June 30, 2020.

Total operating revenues for the fiscal year 2020-21 was \$277,831 which is an increase of \$28,188 over the prior year.

Total operating expenses for the fiscal year 2020-21 was \$736,462, representing an increase of \$51,102.

The Port of Bandon is an enterprise fund similar to a commercial entity for reporting purposes. From the summary, it is apparent operational revenues do not meet operational expenses, requiring property taxes and other non-operational sources to support the enterprise.

Debt Administration

In the 2020-2021 fiscal year the Port continues to remain debt free. No long term or short term debt was incurred.

Budgetary Highlights

Revenues and expenses remained within the existing budget requirements, except for the General Fund under material and services by \$99,777.

Economic Outlook

- Marina - Preliminary engineering, design and permitting are completed for the marina replacement project. All permit applications have been drafted, submitted, and approved. Project cost estimates have been developed and potential funding sources have been developed and/or applied for. In 1984, the Port of Bandon constructed the boat basin facility (Marina) in conjunction with a protective breakwater and 300-foot entrance channel. The timber docks and timber pilings are showing severe wear, and the steel piles have failed.
- ADA Fishing Pier - This project is the construction of a fixed public recreational pier above and below the mean high-water mark of the Coquille River. The pier will be located on an existing rock jetty and will measure 96 feet in length. An access ramp from the pier to the top of the jetty will be constructed to meet the American with Disabilities Act (ADA) requirements. The pier has all design, permitting, and easement approvals in place. Additional funding sources were secured in 2020-2021 and a project construction contract was awarded through a competitive bidding process in 2021. The project is now under development.
- Historic Coast Guard Building Maintenance Door Project - This project commenced in early 2021. The original nine maintenance bay doors on the Historic Coast Guard Building must be replaced for safety and practical purposes. The Port was successful in securing a grant to cover the equipment and material cost of replacing the doors to the required historical standards.
- The COVID-19 pandemic has impacted businesses in the region however the Port was able to offset some of those impacts through pass thru funds from the federal government granted to local eligible businesses. The Port also acquired grant funding to build and install new outdoor seating along the boardwalk and Port's amphitheater.
- Summary - Although impacted by COVID-19, the Port plans to pursue projects, maintain and improve the infrastructure on the Coquille River waterfront, expand outdoor activities for the public, and support the overall health of the Port District.

Financial Contact

The Port's financial statements are designed to present citizens, taxpayers, investors and creditors with a general overview of the Port's finances and to demonstrate the Port's accountability. If you have questions about this report or need additional financial information, please contact the Port Manager at Port of Bandon, PO Box 206, Bandon, Oregon, 97411.

PORT OF BANDON, OREGON

STATEMENT OF NET POSITION - CASH BASIS for the Year Ended June 30, 2021

ASSETS	
Current Assets	
Cash and cash equivalents	<u>\$ 1,499,032</u>
LIABILITIES AND NET POSITION	
Liabilities	\$ 0
Net Position	
Unrestricted	<u>1,499,032</u>
Total liabilities and net position	<u>\$ 1,499,032</u>

The notes to the financial statements are an integral part of this statement.

PORT OF BANDON, OREGON

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - CASH BASIS for the Year Ended June 30, 2021

OPERATING REVENUES	
Moorage	\$ 55,654
Rents and leases	<u>222,177</u>
Total operating revenues	<u>277,831</u>
OPERATING EXPENSES	
Personnel services	400,384
Materials and services	207,960
Capital outlay	<u>128,118</u>
Total operating expenses	<u>736,462</u>
Operating Income (Loss)	<u>(458,631)</u>
NON-OPERATING REVENUE (EXPENSES)	
Property taxes	549,503
Interest income	9,844
Sale of asset	1,500
Grants	468,020
Grant expense	(270,425)
Miscellaneous income	<u>3,344</u>
Total non-operating revenue (expenses)	<u>761,786</u>
Change in net position	303,155
NET POSITION - Beginning of year	<u>1,195,877</u>
NET POSITION - End of year	<u>\$ 1,499,032</u>

The notes to the financial statements are an integral part of this statement.

PORT OF BANDON, OREGON

NOTE TO BASIC FINANCIAL STATEMENTS as of June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Port of Bandon (Port) have been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standards-setting body for establishing governmental accounting and financial reporting standards.

The accounting and reporting framework and the more significant accounting principles and practices are disclosed below.

Reporting Entity

The Port, organized under the general laws of the State of Oregon, was formed in 1913 to provide recreational and commercial opportunities by managing commercial retail space, full marina services, a crab dock, boat ramp, fish cleaning station, and scenic river walkways with observation areas. The Board of Commissioners, composed of five members, oversee management in its operations.

There are various other governmental agencies and special service districts which provide services within the Port's boundaries. However, the Port is not financially accountable for any of these entities and accordingly, their financial information is not included in these financial statements.

Measurement Focus and Basis of Accounting

The Port is considered to be a single enterprise similar to a commercial entity for financial reporting purposes. These financial statements are presented on a cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America (GAAP) established by the Governmental Accounting Standards Board (GASB). These cash basis financial statements generally meet the presentation and disclosure requirements applicable to GAAP, in substance, but are limited to the elements presented in the financial statements and the constraints of the measurement and recognition criteria of the cash basis of accounting.

Basis of Presentation

The financial transactions of the Port are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, fund equity, revenues and expenses.

The Port maintains three funds used to account for operations that are financed and operated in a manner similar to private business enterprises. Below is a summary of the funds:

General Fund

This fund is used to account for the financial resources of the Port that are not accounted for in any other fund. Principal sources of revenue are from property taxes, service fees and lease revenue. Primary expenditures are for maintenance and general administration.

Reserve Fund

This fund is used to accumulate funds for future capital project improvements and for large maintenance and repair cost on Port facilities.

PORT OF BANDON, OREGON

NOTE TO BASIC FINANCIAL STATEMENTS as of June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Basis of Presentation

Capital Projects Fund

This fund is used for the acquisition of or the construction of capital assets and the receipt and disbursement of grant funds.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing, producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Enterprise funds charge to customers for sales and services. Operating expense for enterprise funds include the cost of sales and services, administrative expense, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Port's policy to use restricted resources to the limits of the policies and statutes governing them first, then unrestricted resources as they are needed.

Deposits and Investments

The Port's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. All highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

The Port's investment policies are governed by Oregon statutes. The statutes authorize the Port to invest primarily in general obligations of the U.S. Government and its agencies, certain bonded obligations of Oregon municipalities, bank repurchase agreements, bankers' acceptances, high-grade commercial paper and the State Treasurer's Local Government Investment Pool (LGIP). See Note 3.

Property Taxes

Property taxes are levied and become a lien on all taxable property as of July 1. Taxes are levied on November 15 with collection dates: November 15, February 15, and May 15. Discounts are allowed if the amount due is received by November 15. Taxes unpaid and outstanding on May 15 are considered delinquent.

For the year ending June 30, 2021, the Port levied a tax of \$560,758 and collected \$549,503 for the year.

Uncollected property taxes are deemed to be substantially collectible or recoverable through liens; therefore, no allowance for uncollectible taxes has been established. Taxes collected within approximately sixty days of the fiscal year end are recognized as revenue in the fund financial statements, and the remaining balance of property taxes receivable is recorded as deferred inflows of resources.

PORT OF BANDON, OREGON

NOTE TO BASIC FINANCIAL STATEMENTS as of June 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Capital Assets

All purchased capital assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets are valued at their estimated fair value on the date received. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable. The Port does not have a written capitalization policy.

Assets subject to depreciation are depreciated over their estimated useful lives on the straight-line basis. The useful lives are 15 to 40 years for docks, ramps, heavy equipment, and buildings, 10 years for intangibles, and 5 to 15 years for small and medium equipment.

Compensated Absences

Under the cash basis of accounting, compensated absences are included in the basic financial statements. Vacation pay is recognized as disbursements when taken. Management believes future claims for compensated absences are immaterial to the financial statements as a whole. Vacation pay is computed using employee pay rates in effect at the time they are earned.

Net Position

Investment in capital assets, net of related debt, consists of all capital assets, net of accumulated depreciation and reduced by outstanding debt (revenue bonds and other debt obligations) that is attributable to the acquisition, construction and improvement of those assets; debt related to unspent proceeds or other restricted cash and investments is excluded from the determination. Restricted net position consists of net assets for which constraints are placed thereon by external parties, such as lenders, grantors, contributors, laws, regulations and enabling legislation, including self-imposing legal mandates. Unrestricted consists of all other net assets not included in the above categories.

Restricted Assets

Assets that may be refunded or are committed to be used are classed as restricted assets. Restricted resources are expended first to fund appropriations for which those restrictions are to be utilized.

Operating Revenues, Non-Operating Revenues and Operating Expenses

The Port has defined operating revenues to include rents and moorage. Operating expenses are defined as those expenses directly related to providing the services reflected within operating revenues. Non-operating revenues are revenues of the Port not directly attributable to the services provided. This includes property taxes, investment interest and granted monies.

PORT OF BANDON, OREGON

NOTE TO BASIC FINANCIAL STATEMENTS
as of June 30, 2021

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budget Law and Practice

The Port legally adopts an annual budget for each proprietary fund prior to July 1 through passage of a resolution in accordance with the legal requirements set forth in the Oregon Local Budget Law. The resolution authorizes fund appropriations at the following control levels: personnel services, materials and services, capital outlay, debt service, interfund transactions, operating contingency, and all other requirement levels. Expenditures cannot legally exceed appropriations at these control levels.

Budgets are prepared using the cash basis of accounting. Unexpected additional resources may be added to the budget through the use of a supplemental budget. The supplemental budget process requires hearings before the public, publications in newspapers, and approval by the Board of Commissioners. Only the Board may modify original and supplemental budgets by the use of appropriation transfers between the levels of control. In addition, Oregon Local Budget Law provides certain specific exceptions to the supplemental budget process to increase appropriations. Such transfers and increases require Board's approval by adoption of a resolution. Budget appropriation amounts shown in the financial statements include the original and revised budget appropriations as approved by the Board of Commissioners. Appropriations are limited to a single fiscal year; therefore, all spending authority of the Port lapse at year end.

Over Expenditures

The General Fund over expended in Material and Services by \$99,777. The overage was caused by the Port establishing and distributing to eligible businesses COVID-19 unanticipated funds made available of \$235,000. Per ORS 294.338(2) this is an exception to appropriations.

NOTE 3 - DEPOSITS AND INVESTMENTS

Cash and cash equivalents as of June 30 consist of the following:

	<u>Balance</u>	<u>Restricted</u>	<u>Unrestricted</u>
Cash on hand	\$ 96,533	\$ 2,050	\$ 94,483
Deposits with financial institutions	1,402,499	0	1,402,499
Total cash and cash equivalents	<u>\$1,499,032</u>	<u>\$ 2,050</u>	<u>\$ 1,496,982</u>

Restricted cash is for reimbursable security deposits.

Deposits

At the end of the fiscal year, the Port's total deposits with financial institutions have a bank value of \$129,448 of which \$250,000 was covered by FDIC. See *Custodial Credit Risk*.

Custodial Credit Risk

As required by Oregon Revised Statutes, deposits in excess of federal depository insurance were held at qualified depositories for public funds. All qualified depositories for public funds are included in the multiple financial institution collateral pool that is maintained by and in the name of the Office of the State Treasurer. As a result the Port has no exposure to custodial credit risk for deposits with financial institutions.

Interest rate risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Port does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

PORT OF BANDON, OREGON

NOTE TO BASIC FINANCIAL STATEMENTS
as of June 30, 2021

NOTE 3 - DEPOSITS AND INVESTMENTS - Continued

Credit risk

Oregon Statutes limit investments to general obligations of U.S. government and its agencies, certain bonded obligations of Oregon municipalities, bank repurchase agreements, high-grade commercial paper and the State Treasurer's Local Government Investment Pool. The Port has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

The Port places no limit on the amount the Port may invest in any one investment or issuer. For the current year, the Port's invested funds were 100% in the local government investment pool.

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the year ended June 30 was as follows:

	7/01 Balance (restated)	Increases	Decreases	6/30 Balance
Capital assets not being depreciated				
Land	\$ 7,494,584	\$ 0	\$ 0	\$ 7,494,584
Work-in-progress	53,019	45,694	0	98,713
Total non-depreciable at hist. cost	<u>7,547,603</u>	<u>45,694</u>	<u>0</u>	<u>7,593,297</u>
Capital assets being depreciated				
Buildings and improvements	7,188,657	58,564	0	7,247,221
Vehicles and equipment	159,544	29,193	(1,995)	186,742
Total depreciable at historical cost	<u>7,348,201</u>	<u>87,757</u>	<u>(1,995)</u>	<u>7,433,963</u>
Accumulated depreciation				
Buildings and improvements	3,018,209	178,071	0	3,196,280
Vehicles and equipment	122,212	14,918	(1,995)	135,135
Total accumulated depreciation	<u>3,140,421</u>	<u>192,989</u>	<u>(1,995)</u>	<u>3,331,415</u>
Total depreciable, net	<u>4,207,780</u>	<u>(105,232)</u>	<u>0</u>	<u>4,102,548</u>
Capital assets, net	<u>\$ 11,755,383</u>	<u>\$ (59,538)</u>	<u>\$ 0</u>	<u>\$11,695,845</u>

Current depreciation is \$192,989.

Restatement - Capital assets at the beginning of the year were restated for an unrecorded acquisition to real estate of \$17,950. The restatement adjusts as well for depreciation of \$4,085.

NOTE 5 - LEASES

Operating Port Property Leases

The Port leases space on its land and docks and in its buildings to various companies under operating leases. The value of leased Port property is considered immaterial to the overall value of its capital assets. The Port has leases on month-to-month basis which are renewable yearly, and three leases renewable for 5 years. All leases are payable monthly.

PORT OF BANDON, OREGON

**NOTE TO BASIC FINANCIAL STATEMENTS
as of June 30, 2021**

NOTE 5 – LEASES - Continued

Operating Port Property Leases

The Port also granted a license to the United States Coast Guard to use a portion of the Historic Life Saving Station. Payment was a onetime fee of \$6,408.

The following is a schedule of future minimum lease payments:

<u>Year End</u>	<u>Balance</u>
2022	46,400
2023	<u>8,372</u>
Total	<u>\$ 54,772</u>

NOTE 6 - POSTEMPLOYMENT BENEFITS

For the year ended June 30, 2018, GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* became effective. This statement provides guidance for accounting for liabilities related to retiree healthcare and other non-pension post-employment benefits (OPEB). At June 30, 2021, the Port's net OPEB liability/(asset) and deferred inflows and outflows were determined by management not to be material to the financial statements taken as a whole.

NOTE 7 - OTHER INFORMATION

Tax Abatement

GASB Statement No. 77, *Tax Abatement Disclosures*, requires governments that enter into tax abatement agreements to disclose information about those agreements. The Port has not entered into any tax abatement agreements as of the end of the fiscal year; therefore, there are no amounts to disclose.

Risk Management

The Port is exposed to various risks of loss related to theft of, damage to and destruction of assets, torts, errors and omissions, injuries to employees, and natural disasters. The Port purchases commercial insurance for such risks. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Evaluation of Subsequent Events

In the beginning of March 2020, the COVID-19 virus was declared a global pandemic and later in the same month the Oregon governor issued Executive Order No. 20-12 which directed Oregonians to "Stay Home, Save Lives". In June 2021, the Governor lifted most COVID-19 restrictions and reopened the state for business activities. However, effective August 27, 2021, a new statewide outdoor mask requirement was required to help stop the spread of the highly contagious Delta variant. In November of 2021 Oregon Health Authority lifted the outdoor mask requirement. This is an evolving virus.

The Port has evaluated subsequent events through December 22, 2021, the date which the financial statements were available to be issued.

PORT OF BANDON, OREGON

SUPPLEMENTAL SECTION

PORT OF BANDON, OREGON

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
CASH BASIS - BUDGET AND ACTUAL for the Year Ended June 30, 2021**

GENERAL FUND

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 515,805	\$ 549,503	\$ 33,698
Interest	20,000	9,844	(10,156)
Moorage	45,000	55,654	10,654
Rents	167,075	222,177	55,102
Grants	131,900	249,201	117,301
Miscellaneous	<u>12,000</u>	<u>3,076</u>	<u>(8,924)</u>
Total revenues	<u>891,780</u>	<u>1,089,455</u>	<u>197,675</u>
EXPENDITURES			
Personnel services	412,082	400,384	11,698
Materials and services	344,525	444,302	(99,777)
Capital outlay	385,173	27,572	357,601
Contingencies	<u>70,000</u>	<u>0</u>	<u>70,000</u>
Total expenditures	<u>1,211,780</u>	<u>872,258</u>	<u>339,522</u>
Excess (def) of revenues over expenditures	<u>(320,000)</u>	<u>217,197</u>	<u>537,197</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	20,000	20,000	0
Transfers out	<u>(250,000)</u>	<u>(250,000)</u>	<u>0</u>
Total other financing sources (uses)	<u>(230,000)</u>	<u>(230,000)</u>	<u>0</u>
Excess (def) of revenues over expenditures and other financing sources (uses)	(550,000)	(12,803)	537,197
FUND BALANCE - Beginning of year	<u>550,000</u>	<u>572,734</u>	<u>22,734</u>
FUND BALANCE - End of year	<u>\$ 0</u>	<u>\$ 559,931</u>	<u>\$ 559,931</u>

PORT OF BANDON, OREGON

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
CASH BASIS - BUDGET AND ACTUAL for the Year Ended June 30, 2021**

RESERVE FUND

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance</u>
REVENUES	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
EXPENDITURES			
Capital outlay	<u>692,266</u>	<u>45,256</u>	<u>647,010</u>
Excess (def) of revenues over expenditures	<u>(692,266)</u>	<u>(45,256)</u>	<u>647,010</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	<u>140,000</u>	<u>140,000</u>	<u>0</u>
Total other financing sources (uses)	<u>140,000</u>	<u>140,000</u>	<u>0</u>
Excess (def) of revenues over expenditures and other financing sources (uses)	<u>(552,266)</u>	<u>94,744</u>	<u>647,010</u>
FUND BALANCE - Beginning of year	<u>552,266</u>	<u>552,266</u>	<u>0</u>
FUND BALANCE - End of year	<u>\$ 0</u>	<u>\$ 647,010</u>	<u>\$ 647,010</u>

PORT OF BANDON, OREGON

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
CASH BASIS - BUDGET AND ACTUAL for the Year Ended June 30, 2021**

CAPITAL PROJECTS FUND

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance</u>
REVENUES			
Grants	\$ 275,000	\$ 218,819	\$ (56,181)
Miscellaneous	<u>3,000</u>	<u>1,768</u>	<u>(1,232)</u>
Total revenues	<u>278,000</u>	<u>220,587</u>	<u>(57,413)</u>
EXPENDITURES			
Materials and services	6,000	1,968	4,032
Capital outlay	<u>387,000</u>	<u>87,405</u>	<u>299,595</u>
Total expenditures	<u>393,000</u>	<u>89,373</u>	<u>303,627</u>
Excess (def) of revenues over expenditures	<u>(115,000)</u>	<u>131,214</u>	<u>246,214</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	35,000	110,000	75,000
Transfers out	<u>(20,000)</u>	<u>(20,000)</u>	<u>0</u>
Total other financing sources (uses)	<u>15,000</u>	<u>90,000</u>	<u>75,000</u>
Excess (def) of revenues over expenditures and other financing sources (uses)	(100,000)	221,214	321,214
FUND BALANCE - Beginning of year	<u>100,000</u>	<u>70,877</u>	<u>(29,123)</u>
FUND BALANCE - End of year	<u>\$ 0</u>	<u>\$ 292,091</u>	<u>\$ 292,091</u>

PORT OF BANDON, OREGON

RECONCILIATION OF REVENUES AND EXPENDITURES (BUDGETARY BASIS) TO THE STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS for the Year Ended June 30, 2021

	<u>Total Revenues</u>	<u>Total Expenditures</u>	<u>Net</u>
Budgetary Basis			
General Fund	\$ 1,109,455	\$ 1,122,258	\$ (12,803)
Reserve Fund	140,000	45,256	94,744
Capital Project Fund	<u>330,587</u>	<u>109,373</u>	<u>221,214</u>
 Total budgetary basis	 <u>\$ 1,580,042</u>	 <u>\$ 1,276,887</u>	 303,155
 NET POSITION - Beginning of year			 <u>1,195,877</u>
 NET POSITION - End of year			 <u>\$ 1,499,032</u>

PORT OF BANDON, OREGON

COMPLIANCE SECTION

GRIMSTAD & ASSOCIATES

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT REQUIRED BY OREGON STATE REGULATIONS

Newport Office:
P.O. Box 1930
530 N.W. 3rd St. Ste E
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(541) 265-5411
Fax (541) 265-9255
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Lincoln City Office:
1349 N.W. 15th Street
Lincoln City, OR 97367
(541) 994-5252
Fax (541) 994-2105

Board of Commissioners
Port of Bandon
Bandon, Oregon

I have audited, in accordance with the auditing standards generally accepted in the United States of America, the cash basis financial statements of the Port of Bandon (Port), which comprise the statement of net position - cash basis as of June 30, 2021, and the related statement of revenues, expenses, and changes in net position - cash basis for the year then ended, and the related notes to the basic financial statements and have issued my report thereon dated December 22, 2021.

Compliance

As part of obtaining reasonable assurance about whether the Port of Bandon's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion.

I performed procedures to the extent I considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Accounting records and related internal control structure.
- Deposit of public funds with financial institutions (ORS Chapter 295).
- Indebtedness limitations, restrictions and repayment.
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).
- Programs funded from outside sources.

In connection with my testing nothing came to my attention that caused me to believe the Port of Bandon was not in substantial compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, except for the following:

Over Expenditures

The General Fund over expended in Materials and Services by \$99,777. The overage was caused by the Port establishing and distributing to eligible businesses COVID-19 unanticipated funds made available of \$235,000. Per ORS 294.338(2) this is an exception to appropriations.

Members:
AICPA OSCP & OAIA

Internal Control Over Financial Reporting


In planning and performing my audit of the financial statements, I considered Port of Bandon's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Port's internal control. Accordingly, I do not express an opinion on the effectiveness of the Port's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected, and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

This report is intended solely for the information and use of the Commissioners and management of Port of Bandon and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than those specified parties.



SIGNE GRIMSTAD
Certified Public Accountant
Newport, Oregon
December 22, 2021

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8133

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and Port of Bandon (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of Bandon Marina Redevelopment as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$2,800,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.

C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:

- (1) DAS has sufficient funds currently available for this Contract; and
- (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the Bandon Marina Redevelopment (the "Project"). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline ("Eligible Costs"). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local service district, as that term is defined in ORS 174.116, validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the "CSFRF").

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
 - (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) 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 or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Department of Administrative Services

PORT OF BANDON

By: _____
DAS Authorized Representative

George Naughton
DAS Chief Financial Officer

By: _____
Authorized Representative Signature

Authorized Representative Name and Title

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 1/5/2022
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

DAS State of Oregon, acting by and through its Department of Administrative Services 155 Cottage St. NE Salem, OR 97301-3966 Contract Administrator: Stephanie Tyrer Telephone: 971-374-3308 Email: statefiscal.recoveryfund@das.oregon.gov	Recipient Port of Bandon 390 First St SW Bandon, Oregon 97411 Contact: Jeff Griffin Telephone: 541-347-3206 Email: portmanager@portofbandon.com
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Use of Funds/ Project Description:

Recipient shall rebuild and restructure the Port of Bandon's marina facility. Major project activities include the production of final engineering specifications, material procurement, equipment mobilization and removal of the existing marina (all docks, piles, utilities, etc.), followed by installation of new piles, docks, and utilities.

Reporting Requirements:

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	<i>March</i> January 15, 2022
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	January 15, 2022; July 15 th annually thereafter

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient 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 DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for 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. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

POLLUTION LIABILITY:

Required **Not required**

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

A. Asbestos Liability Endorsement (If asbestos removal is part of the contract.)

The Recipient, or the Subcontractor, if the coverage is obtained by the Subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Recipient or Subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

B. Lead Liability Endorsement (If lead removal is part of the contract.)

The Recipient, or the Subcontractor, if the coverage is obtained by the Subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Recipient or Subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

INSTALLATION FLOATER INSURANCE (Required if contract has expensive product installation, such as: HVAC.)

Recipient shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater in an amount of no less than the value of the product being installed for coverage of the materials and equipment to be used for completion of the Project performed under this Contract, including materials, supplies and equipment in transit and/or in an off-site storage location. This insurance shall include as loss payees the Recipient and its Subcontractors as their interests may appear.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and

umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

Additional Coverages That May Apply:

MARINE PROTECTION LIABILITY

Required **Not required**

Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than \$ 2,000,000. Annual aggregate limit shall not be less than \$4,000,000.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	Port of Bandon
(ii) Subrecipient's Unique Entity Identifier (UEI):	093481950 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$2,800,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$2,800,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.