

PORT OF BROOKINGS HARBOR
Special Commission Meeting
Monday, April 4, 2022 • 10:00am
Teleconference / Meeting Room *(limited capacity)*
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Teleconference Call-In Number: 1 (253) 215-8782
Meeting ID: 771 205 4017 Passcode: 76242022 (to mute/unmute: * 6)

TENTATIVE AGENDA

1. CALL MEETING TO ORDER		Page
	<ul style="list-style-type: none">• Roll Call• Modifications, Additions, and Changes to the Agenda• Declaration of Potential Conflicts of Interest	
2. APPROVAL OF AGENDA		
3. PUBLIC COMMENTS	– (Limited to a maximum of three minutes per person. Please email your comments to danielle@portofbrookingsharbor.com prior to the meeting if you are calling in.	
4. ACTION ITEMS		
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	N. Draft MOU Curry County Sheriff Substation.....	291
6. COMMISSIONER COMMENTS		
7. NEXT REGULAR MEETING DATE	– Wednesday, April 20, 2022 at 2:00pm	
8. ADJOURNMENT		

A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

ACTION ITEM – A

DATE: April 4, 2022
RE: Byproduct Treatment Plant
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Board approved Wastewater Treatment Plant in the Strategic Business Plan 5-year mid-point update July 2020.
- Port worked with federal and state legislators for possible funding for the wastewater treatment plant. Multiple meetings took place in the following two years with Congressman DeFazio and private companies for possible funding sources.
- April 2021, the Port of Brookings Harbor Board of Commissioners and Curry County Commissioners supported this project by passing resolutions. Pacific Seafood also provided a supporting letter for this project.
- Congressman DeFazio, Senator Merkley and Senator Wyden supported an earmark for federal funding at \$3.5 million to build a WWTP.
- September 21, 2021 at a Regular Commissioner Meeting, Jack Akin / Port Engineer provided general information and answered questions and concerns from the Board and public.
- November 17, 2021 at a Regular Commissioner Meeting, the Port answered questions from Harbor Water District on the proposed wastewater treatment plant.
- December 8, 2021 at a Special Commissioner Meeting, Jack Akin / Port Engineer provided detailed information on a wastewater treatment plant and answered questions from the public and commissioners. After this meeting Commissioner Hartung provided a list of questions on the wastewater treatment plant.
- Congressman DeFazio earmark passed by congress March 10, 2022. President Biden signed the appropriations few days later which includes this earmark. At some point the Port would need to accept a contract through an agency department in the next several months. Senator Merkley's Office provided some general information on Congressionally Directed Spending.
- DeFazio's Office called to ask the Port if there were any price increases to the WWTP. We had a few hours to submit a request for increased funds. Jack Akin provided a revised engineers estimate based on today's market. This additional funding request is currently unknown.
- March 15, 2022 Travis and I had an informal meeting with Harbor Sanitary regarding the Port's proposed WWTP and possibilities to send the fish processing waste into the existing sewer system.

- March 28, 2022 Travis and I had an informal meeting with City of Brookings regarding the Port's proposed WWTP and possibilities to send the fish processing waste into the existing sewer system.

DOCUMENTS

- Commissioner Hartung WWTP Questions, 2 pages
- Resolution No. 2021-03 Supporting Funding Efforts for a WWTP, 1 page
- Curry County Support Letter for WWTP, 1 page
- Pacific Seafood Support Letter for WWTP, 1 page
- Merkley Office Staff Congressionally Directed Spending Information, 2 pages
- Jack Akin revised WWTP cost estimate, 2 pages
- Estimated Funding and Construction Timeline, 1 page
- Cost – Benefit Analysis using existing Sewer System or proposed plant, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**

Waste Water Treatment Plant Questions

Sharon Hartung Commissioners Meeting 12/8/2021

1. Has anyone contacted Brookings City Manager (**Lately**) about their not accepting any discharges from fish processing at the Port. What would be required to connect to their sewer system? Could the 3.5 million dollars be better spent by piping fish processing discharges under the river directly into the Brookings Sewer Plant.

2. **Has the EPA/DEQ and other governmental agencies approved building this waste water plant in a flood plain.** If approved by each agency what are their requirements? How about inviting DEQ/EPA to a Port meeting for questions. Have we reached out to other local agencies as to how the building and operation of this Wastewater Treatment Plant will effect them?

3. A Waste Water Plant would use excessive amounts of electrical power. Who would pay for the installation of the electrical infrastructure required for the Plants operation. Who will pay for the electrical power required for its day to day operation.

4. How much Port land will be required for the building, equipment and operations of this Waste Water Plant. How much of the equipment, ponds, and buildings will be visible to the public and tourist. What about odors created by the processing discharges. Where and how will the Wastewater Plants generated solids/sludge/slurry and discharge water be dealt with?

5. Where is the capital being procured from to build and operate this Waste Water Plant. Are Port District Voters going to be asked to furnish all capital to build this plant for just this one user? Is there going to be a property tax increase for the Port District voters or a lease increase to the Port Business and Boat Slip renters.

Page 2

6. What happens to the monies given by the federal government now that DeFazio is going to retire in 2022?

7. Are there any other fish processors interested in connecting to a Port Waste Water Treatment Plant?

8. What type of building and operation permitting is going to be required by Federal, State and County Governmental Agencies?

9. What amount of underground piping/plumbing will be required to connect the processed wastewater to the Ports Wastewater System? Costs!

10. Who will operate and maintain this Waste Water Plant? How will the Port and Port Employees get their Waste Water Treatment Licenses? Is the Ports going to out-source the Plants operations and maintenance? What is the expenses of this out-sourcing?

See DEQ requirements below:

Department of Environmental Quality Chapter 30

Subchapters

- | | |
|--------------|--|
| 340-049-0015 | General requirements for a wastewater treatment plant. |
| 340-049-0030 | Minimum qualifications for wastewater treatment system and wastewater collection system operators. |
| 340-049-0035 | Certification of wastewater treatment systems and wastewater collection system operators. |
| 340-049-0070 | Contracts for part time. (Wastewater owners with a part time certified wastewater operator) |

11. What will be the reaction of the public and tourist to having a wastewater treatment plant in their recreation area? Property owners above the Port will be oppose to this wastewater treatment plant due to the possible devaluation of their property and ruination of their views. How will this effect the Port leasing businesses?

**PORT OF BROOKINGS HARBOR
RESOLUTION NO. 2021-03**

**A RESOLUTION SUPPORTING FUNDING EFFORTS FOR A
WASTEWATER TREATMENT PLANT**

WHEREAS, Congressman Peter DeFazio is accepting applications for individual Community Funding Projects within the Fourth District of Oregon; and

WHEREAS, the Port of Brookings Harbor desires to participate in this program to the greatest extent possible as a means of providing needed infrastructure improvements and enhancements; and

WHEREAS, economic development and support of wastewater treatment plant is included in the vision of the Port of Brookings Harbor Strategic Business Plan; and

WHEREAS, leadership and service are governing values of the Port of Brookings Harbor, which are guided by a pursuit of economic progress, support of the fishing fleet, and support for the tourism industry for the betterment of the citizens in the Port District; and

WHEREAS, the Commercial Fishing Industry is the cornerstone of the current economic base in the region, and vital to the success of the Maritime Industry in Southern Oregon; and

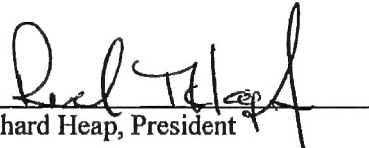
WHEREAS, the fish processing plant is a state-of-the-art facility supporting more than 60 high paying positions and many other businesses in the commercial marina; and

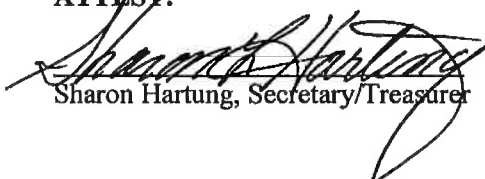
WHEREAS, the wastewater treatment plant is critical infrastructure that will sustain the future of the fish processing plant, and can accommodate additional businesses and jobs to Curry County in support of the regional economy.

NOW THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as follows:

1. That the Port of Brookings Harbor Board of Commissioners authorizes the Port Manager to apply for Congressman Peter DeFazio's Community Funding Projects for the funding of the construction of a wastewater treatment plant at the Port of Brookings Harbor and to sign the application on the behalf of the Board of Commissioners.
2. The Port Commission intends to follow through with the construction of a wastewater treatment plant after securing funding and permitting. The project cost is estimated to be \$5,000,000.

APPROVED AND ADOPTED and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 6th day of April, 2021.


Richard Heap, President

ATTEST:

Sharon Hartung, Secretary/Treasurer

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**In the Matter of Supporting Funding
Efforts for Wastewater Treatment
Plant at the Port of Brookings Harbor**

)
)
)

ORDER NO. 21075

WHEREAS, Oregon's 4th District Congressman Peter DeFazio is accepting applications for individual Community Funding Projects within the Fourth District of Oregon; and

WHEREAS, the Port of Brookings Harbor desires to participate in this program to the greatest extent possible as a means of providing needed infrastructure improvements and enhancements; and

WHEREAS, economic development and support of wastewater treatment plant is included in the vision of the Port of Brookings Harbor Strategic Business Plan; and

WHEREAS, the pursuit of economic progress, support of the fishing fleet, and support for the tourism industry for the betterment of the citizens in Curry County; and

WHEREAS, the Commercial Fishing Industry is the cornerstone of the current economic base in the region, and vital to the success of the Maritime Industry in Southern Oregon; and

WHEREAS, the fish processing plant is a state of the art facility supporting more than 60 high paying positions and many other businesses in Curry County; and

WHEREAS, the wastewater treatment plant is critical infrastructure that will sustain the future of the fish processing plant, and can accommodate additional businesses and jobs to Curry County in support of the regional economy.

**NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY
ORDERS**

1. Supports Port of Brookings Harbor application for Congressman Peter DeFazio Community Funding Projects within the Fourth District of Oregon.
2. Supporting Port of Brookings Harbor vision constructing a wastewater treatment plant for the betterment of the citizens and regional economy in Curry County.

DATED this 14th day of April, 2021.

CURRY COUNTY BOARD OF COMMISSIONERS



Court Boice, Chair

4-14-21



John Herzog, Vice Chair



Christopher S Paasch, Commissioner



GOVERNMENT AFFAIRS

April 15, 2021

Congressman Peter DeFazio
2134 Rayburn House Office Building
Washington, DC 20515
PDefazio@mail.house.gov

Re: Wastewater Treatment Plant in Brookings, Oregon

Congressman DeFazio,

I write on behalf of the Pacific Seafood Group ("Pacific Seafood"), a family-owned, Oregon-based company that has grown from humble origins in 1941 to become one of the largest seafood companies in North America.

The Port of Brookings Harbor in Brookings, Oregon has requested federal funding to support construction of a new wastewater treatment plant. As you know, wastewater treatment is an issue of significant concern for all municipalities. Those concerns are particularly acute for coastal communities which often lack the tax-base that many larger, more urban communities have to fund the significant costs associated with installation, operation and maintenance.

The lack of wastewater treatment systems in coastal communities creates severe challenges for seafood companies who are then unable to discharge to the Port. The inability to discharge to a port treatment plant requires installation of expensive treatment systems by the companies themselves prior to discharge to main waterways – costs that jeopardize the company's ability to continue operation. A \$5 million designation would enable the Port of Brookings Harbor to process and treat wastewater quickly, efficiently, and safely. Pacific Seafood supports the Port's request in this regard.

Pacific Seafood very much appreciates your leadership in this area, and we thank you for your continuous support of coastal interest and communities. Please do not hesitate to contact me if you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Anthony J. Dal Ponte".

Anthony J. Dal Ponte
General Counsel | Asst. Corporate Secretary
Pacific Seafood Group
e: TDalPonte@Pacseafood.com
t: 503-905-4298

From: Black, Dahna (Merkley) <Dahna_Black@merkley.senate.gov>
Sent: Thursday, March 10, 2022 10:18 AM
To: portmanager@portofbrookingsharbor.com
Cc: McCarthy, Molly (Wyden)
Subject: FY22 Omnibus Announcement
Attachments: Congressional Directed Spending FAQs_updated.pdf

Good morning,

We are very pleased to have the opportunity to report back to you that the Fiscal Year 2022 Omnibus spending bill text is officially filed and does include your project as described below. We have attached some FAQs to help answer some initial questions you may have. Please note that this Omnibus Bill still needs to pass the House and the Senate, but we expect it to pass as is in the next couple of days. We have so appreciated your partnership throughout this project and look forward to our continuing work.

Project name: Port of Brookings Harbor for Wastewater Treatment Plant
Funding amount: \$3,500,000

Best,

Dahna Black (Sen. Merkley) and Molly McCarthy (Sen. Wyden)

DAHNA BLACK | *Southern Oregon Field Representative*
OFFICE OF SENATOR JEFF MERKLEY
Cell: (541) 326.7048
dahna_black@merkley.senate.gov



Frequently Asked Questions on Congressionally Directed Spending

U.S. Senator Jeff Merkley

**Q: How soon will federal agencies release funding for recipients of
Congressionally Directed Spending Awards?**

A: This is agency-dependent. In general, once a final spending bill passes, the Senate and House Appropriations Committees provide relevant agencies with a list of projects funded as Congressionally Directed Spending requests, including recipient contact information. Agencies are required to produce an application that recipients must complete. After the application is completed and approved by the agency, processing of the funding can begin. **This is not an immediate process or disbursement of funds and can take several months.**

Q: Will agencies provide funding to recipients in full in a single award?

A: This, too, is agency-dependent, and depends upon the terms of the application and the requirements within the program from which the money is appropriated.

**Q: What reporting requirements and conditions will be placed on recipients of
Congressionally Directed Spending projects?**

A: Applications created by the agencies will dictate the terms and requirements of each award, within the guidelines of the account from which the appropriation is drawn.

**Q: Will there be independent review of implementation of Congressionally
Directed Spending projects?**

A: Yes. Pursuant to the agreement to restore Congressionally Directed Spending, the Government Accountability Office (GAO) is required to audit a random sample of enacted Congressionally Directed Spending items and reports its findings to Congress. Recipients should also be prepared for audits of the Congressionally Directed Spending items by the Offices of Inspectors General of the departments/agencies that administer the funds.

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Fact check: \$1.5 trillion spending bill passed with bipartisan support in Congress

Sudiksha Kochi, USA TODAY - Yesterday 11:53 AM

React 28 Comments 99 Support journalism

Patrick Semansky, AP...

The claim: President Joe Biden passed a \$1.5 trillion spending bill at 1 a.m. without notifying Republicans

President Joe Biden signed a \$1.5 trillion spending bill March 15 that will fund domestic and national programs during the 2022 fiscal year and give aid to Ukraine. But some social media users claim the bill was a one-sided affair.

A 13-minute Facebook video shared March 15 shows Biden giving remarks about the bill in the Eisenhower Executive Office building. Text above the video reads "Biden signs \$1.5 trillion spending bill despite record inflation. What happens next is truly unbelievable."

Start the day smarter. Get all the news you need in your inbox each morning.

The caption of post, from The Scoop Politics, says, "You didn't come together you passed this at 1AM without notifying the republicans. This is egregious."

The clip generated over 7,000 interactions and close to 267,000 views in less than a week.

But the claim is false. House and Senate records show the bill was passed with bipartisan support – and not in the wee hours.



Feedback




[latest debunks](#)

USA TODAY reached out to The Scoop Politics for comment.

House, Senate votes show bipartisan support

The Facebook post's claim that Biden "passed" the bill at 1 a.m. without Republicans' support doesn't line up with official documentation.

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[Photos] This Is How Luxurious Jen Psaki Lives

4:1 Co. And. (uncl.)

into two parts: one section that included defense and homeland security spending and another that funded domestic priorities, [according to The Hill](#).

The House [passed the first part of the bill](#) in a 361-69 vote on March 9 at 9:46 p.m. The tally included a yes vote

from 155 Republicans and a no from 54.

The House [passed the second part of the bill](#) in a 260-171 vote that same day at 10:06 PM, in which 39 Republican representatives votes yea and 171 voted nay.

Fact check: [Congress salaries unchanged by \\$1.5 trillion spending bill](#)

The next day at 9:55 p.m, the Senate [passed the entire bill](#) in a 68-31 vote, with 18 Republicans voting in favor. Biden [signed the bill into law](#) at roughly 2:30 p.m. on March 15.

[Richard Bense](#), a political scientist at Cornell University, told USA TODAY in an email that legislation must be passed in open sessions of the House and Senate. In other words, there's no way to send a bill through without one party being aware, as the post claims.

"It is also almost universal practice to notify all members of both chambers of the agenda," Bense said. "Given the content, the titling of the video was very misleading."

Our rating: False

Based on our research, we rate FALSE the claim that Biden passed a \$1.5 trillion spending bill at 1 a.m. without notifying Republicans. Both parties voted on the bill before it passed the House and Senate.

Our fact-check sources:

- The New York Times, March 10, [Congress Clears \\$1.5 Trillion Spending Bill, Including Ukraine Aid](#)
- United States Senate, March 10, [Roll Call Vote 117th Congress - 2nd Session](#)
- United States House of Representatives, March 9, [Bill Number: H. R. 2471](#)
- United States House of Representatives, March 9, [Bill Number: H. R. 2471](#)
- The Hill, March 12, [Five things to know about the \\$1.5T spending bill Congress just passed](#)



- Congress.gov, accessed March 21, [Enactment of a Law](#)
- [Richard Bense](#), March 21, Email exchange with USA TODAY
- Larry Evans, March 21, Email exchange with USA TODAY
- CNN, March 15, [What's in the government spending law](#)
- Neal Devins, March 21, Email exchange with USA TODAY
- Congress.gov, accessed March 21, [H.R. 2471 History](#)
- The Hill, March 9, [House passes sweeping \\$1.5 trillion omnibus spending bill](#)
- The Hill, March 15, [Biden signs \\$1.5 trillion government funding bill with Ukraine aid](#)
- Congress.gov, accessed March 21, [The Legislative Process: Overview \(Video\)](#)
- Charles Stewart, March 21, Email exchange with USA TODAY
- White House, March 15, [Remarks by President Biden at Signing of H.R. 2471, "Consolidated Appropriations Act, 2022"](#)

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Our fact-check work is supported in part by a grant from Facebook.

This article originally appeared on USA TODAY: [Fact check: \\$1.5 trillion spending bill passed with bipartisan support in Congress](#)

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From: jack akin <emc@emcengineersscientists.com>
Sent: Tuesday, March 15, 2022 12:57 PM
To: portmanager@portofbrookingsharbor.com; Travis Webster
Subject: Explanation of Price Estimate Increase

So Gary, DeFazio's office has not contacted me as of yet. To be proactive, you may wish to somehow, by email, phone or both, the following:

The increases in the estimated budget have been caused by several factors. These include some increases in labor, some of which was never accounted for because they weren't included in the original bids, and increases in steel costs particularly, and slight increases in freight.

Finally, the original design for the facilities to contain and protect the new plant was revised as follows: cantilevered steel sheet piles, 30 of them, about 5 foot wide each, were designed as cantilevered piles, but now geotechnic study indicates that these must be tied back. The original concrete ramp was designed without sidewalls, because it was felt it a simple rock underlayment from top to bottom would do. Elevations obtained from survey work indicate the difference in elevation will require sidewalls.

The total price increase estimate of **\$851,544** is itemized at described below.

1. \$68,544 of unaccounted labor
2. \$65,000 increase for the tiebacks, including walers, washers, tie-back cable (50 foot long each), deadman concrete blocks, fill, etc.
3. \$55,000 for increased steel prices for 30, 5 foot wide, 60 foot long steel sheet piles
4. \$15,000 for the addition of skids (concrete ramp sidewalls)
5. A total increase in the prices for the grit, SAF, tanks, the Lamela system, the nebula system and the equalization aeration/blowers of \$342,538. These increases are itemized and are as a result of materials and manufacturing labor...but predominantly as a result of steel price increases.

We have some unknowable's at this time... Including the piping, plumbing , quality control and mixing zone additions that may be implemented as a result of regulatory requirements.

We will be able to determine resulting costs from these regulatory requirements more specifically, but we are estimating at present conservatively a budget of about \$250,000. Also, we have added about \$27,000 in freight costs increase.

Finally, another variable, positive with respect to pricing, is the often-experienced decrease expected when these units and other associated costs go through the bid procurement process.

Thanks

Jack Akin, MS, PE, IC, HMS, AI
EMC-Engineers/Scientists, LLC
Ph: 541.474-9434 Cell: 541.261.9929
emc@emcengineersscientists.com
www.emcengineersscientists.com
Fax: 541.727.5488

Component	Units	10/2021 Cost Estimate	SubTotals	Estimated Increase	Added Estimated Labor	Estiamted Total
Lamela Gravity Settler	Equipment Only	326300				
	FlashFloc System	35694				
	Service/Initial	6509				
	Freight	3000	371503	444000	29000	\$473,000
	System as described,					
Nebula Multi-Staged System	includes blowers	907000				
	Freight	12500	919500	1019000	45000	\$1,064,000
590,000 Gal. Surge Tank	Tank Materials	355100				
	Installation (quoted as non-union, non-prev	41897				
	Freight Prepaid	25062				
	Foundation Design	3000	425059	470000	31000	\$501,000
HERON SAF System	Ancillary Equipment x 2	394220				
	Total Flotation System	325174				
	Freight	7000	726394	730000	36000	\$766,000
HUBER Lamela Sand/Grit	System as described	539500				
	Grit Pump x 4	64000				
	Freight	6500				
	Labor	100000	710000	735000		\$735,000
Concrete Ramp, 50'x60', 8"t	\$850/cy, includes skids	95000	95000	110000		\$110,000
Embankment (Z-type, heavy						
Sheet Pile, Stabilized Bank	150' x 60', w tie back	625000	625000	745000		\$745,000
Concrete Pad, SW System		120000				\$120,000
Effluent Piping System		210000				\$210,000
SubTotals		3872456	3872456	4253000	141000	\$4,724,000

Byproduct Treatment Plant Timeline

DRAFT

Federal Funding Timeline

March 15, 2022	Omnibus spending bill signed by President Biden
March 2022	Congressionally Directed Spending Awards
June 2022	EPA Application Availability (assuming EPA agency)
July 2022	Complete & Submit Application
August 2022	Review & Approval of Application
September 2022	Funding Available (1 – year to complete project starts)

Engineering, Permitting & Construction Timeline

April 2022	Select Engineer
May 2022	Select WWTP System Type
June 2022	Develop Construction Drawings
July 2022	Construction & Permitting Process (Local, County, State)
September 2022	Bidding & Selection of Contractor / Order WWTP System
October 2022	Contractor Contract Completed
November 2022	Construction Begins
September 2023	Construction Complete & Plant Operational

Cost - Benefit Analysis

Port Owned - Fish Processing Byproduct Plant

Fee Rate					Operating Cost				
Range	Gallons	Gallons/1,000	Days	Fee Range	Range	Expenses	Profit	Revenue	
2.50	300,000	300	240	180,000	2.00	144,000	0.50	36,000	
2.75	300,000	300	240	198,000	2.25	162,000	0.50	36,000	
3.00	300,000	300	240	216,000	2.50	180,000	0.50	36,000	
3.25	300,000	300	240	234,000	2.75	198,000	0.50	36,000	
3.50	300,000	300	240	252,000	3.00	216,000	0.50	36,000	
3.75	300,000	300	240	270,000	3.25	234,000	0.50	36,000	
4.00	300,000	300	240	288,000	3.50	252,000	0.50	36,000	
4.25	300,000	300	240	306,000	3.75	270,000	0.50	36,000	
4.50	300,000	300	240	324,000	4.00	288,000	0.50	36,000	
4.67	300,000	300	240	336,240	4.17	300,240	0.50	36,000	
4.75	300,000	300	240	342,000	4.25	306,000	0.50	36,000	
5.00	300,000	300	240	360,000	4.50	324,000	0.50	36,000	
5.25	300,000	300	240	378,000	4.75	342,000	0.50	36,000	
5.50	300,000	300	240	396,000	5.00	360,000	0.50	36,000	

\$4.67 per 1,000 gallons is the system similar in Minnesota that charges its customers to treat wastewater.

28 Year Lease 1,008,000

Cost in 28 Years (low) 5,040,000
 Cost in 28 Years (high) 5,544,000

Fish Processing Byproduct going to Sewer System for Treatment

Fee Rate					
Range	Gallons	Gallons/1,000	Days	Fee Range	
10.00	300,000	300	240	720,000	Current wastewater rate at the Port.
18.17	300,000	300	240	1,308,240	Jack Akin's rate as investigated last year with Harbor Sanitary and City of Brookings to treat Pacific Seafood effluent.

Cost in 28 Years (low) 20,160,000
 Cost in 28 Years (high) 36,630,720

Feasibility Study 50,000
 SDC Fees Unknown

15 to 31 Million Dollars Potential Savings Returned to the Consumers

Additional Information:

	Month	Year	28 Years
Processing Plant & Dock Lease with Port	4,142	49,704	1,391,712

INFORMATION ITEM – A

DATE: April 4, 2022
RE: Stout Mountain Railway Proposal
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Tony Parrish presented Port staff with a proposed miniature railway display.
- The display would be located in the retail courtyard.
- Display would be constructed and maintained by Stout Mountain Railway Club. It would be a permanent structure with an agreement between the Port and Stout Mountain Railway Club.
- Tony plans to be present at the meeting to review his proposal and provide additional information to the Board.
- The display would be located in the retail courtyard. Tony's preferred location is the grassy area in front of Bell & Whistle. The Port and some tenants would recommend the location in front of the retail restroom. Many guests use the grassy area during the summer. Overall, the retail tenants were in favor of this idea.

DOCUMENTS

- Stout Mountain Railway Proposal, 9 pages

Stout Mountain Railway

Playground of Imagination

Presents

The Port Line Railroad

a New Garden Railway at the

Port of Brookings-Harbor

Arriving Fall 2022

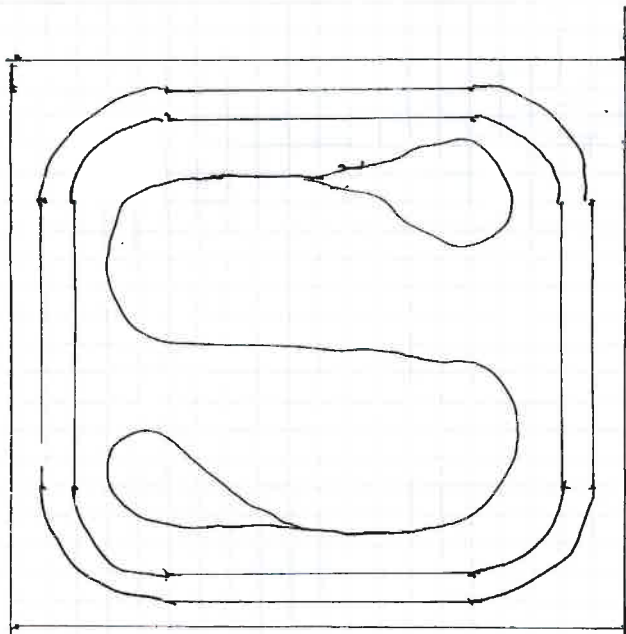


for more information contact

Tony Parrish 541-254-4296

The Stout Mountain Railway Club was formed to create a garden railway in Stout Park in the City of Brookings in 2007. The Club took the least desirable location in the city parks, a rocky knoll on the northeast corner of Stout Park. It was referred to as Smokers Hill. A popular hang out after school. The Club installed about 300 feet of track going around and thru the garden. We planted dwarf varieties of trees and plants to make the look complete. We run the trains free to the public about 5-6 times a year. The Eggspress and the Ghost Express are our most popular. We have an Armed Forces Train that we run either Armed Forces Day, Memorial Day, or July 4. During the Holidays we go inside at the Brookings-Harbor Shopping Center and display layouts in G, ON30, O, S, HO, N, and Z scales. Videos of all our events can be seen on the Stout Mountain Railway Channel on YouTube. Our funding comes from local businesses and individuals. We have buildings and train cars that you could put your name on. The Stout Mountain Railway is a non- profit covered under the umbrella of BACA, Brookings Area Council for the Arts.

The reason for creating a new garden railway is location, location, location. It would give us more opportunities to run the trains and more people to enjoy them. We haven't had a Pirate theme yet but we can. Location also helps in the design. Our backdrop is literally where the old log trains used to go. Using the grass area between the Bell and Whistle and the restrooms about 20 by 20. Make 2 outer parallel level loops in 10 and 9 diameter radius with powered track. Inside of those create a non-powered, battery only loop around a logging camp and one around the mill and connect with large " S " curves using trestle bridges when possible.



The Port Line Railroad

Port of Brookings-Harbor

Construction of the garden will be very different from Stout Park. In Stout Park we excavated by hand all the boulders we needed on site. And we used 2 layers of pressure treated 2 by 6's on pier block then back filled with pea gravel. It has held up for 15 years so far. At the Port we are starting with a level flat area. The base will be formed by a 10 yard load of crushed granite shaped. The track will rest on thin formed concrete base. An outdoor plug coming off of the lamp post is needed. Plants range from dwarf trees, ground covers, succulents, and bulbs. Rocks will be used for edging. Boulders will not be more than 100lbs. Construction should only take about 90 days. Garden maintenance is continuous. Water minimal.



Thank you

Tony Parrish

President Stout Mountain Railway Club

15950 Oceanview Dr.

Brookings, Oregon 97415

(541) 254-4296

tonyparrish@frontier.com

<https://youtu.be/g6ysulFfdP0> Ghost Express 6



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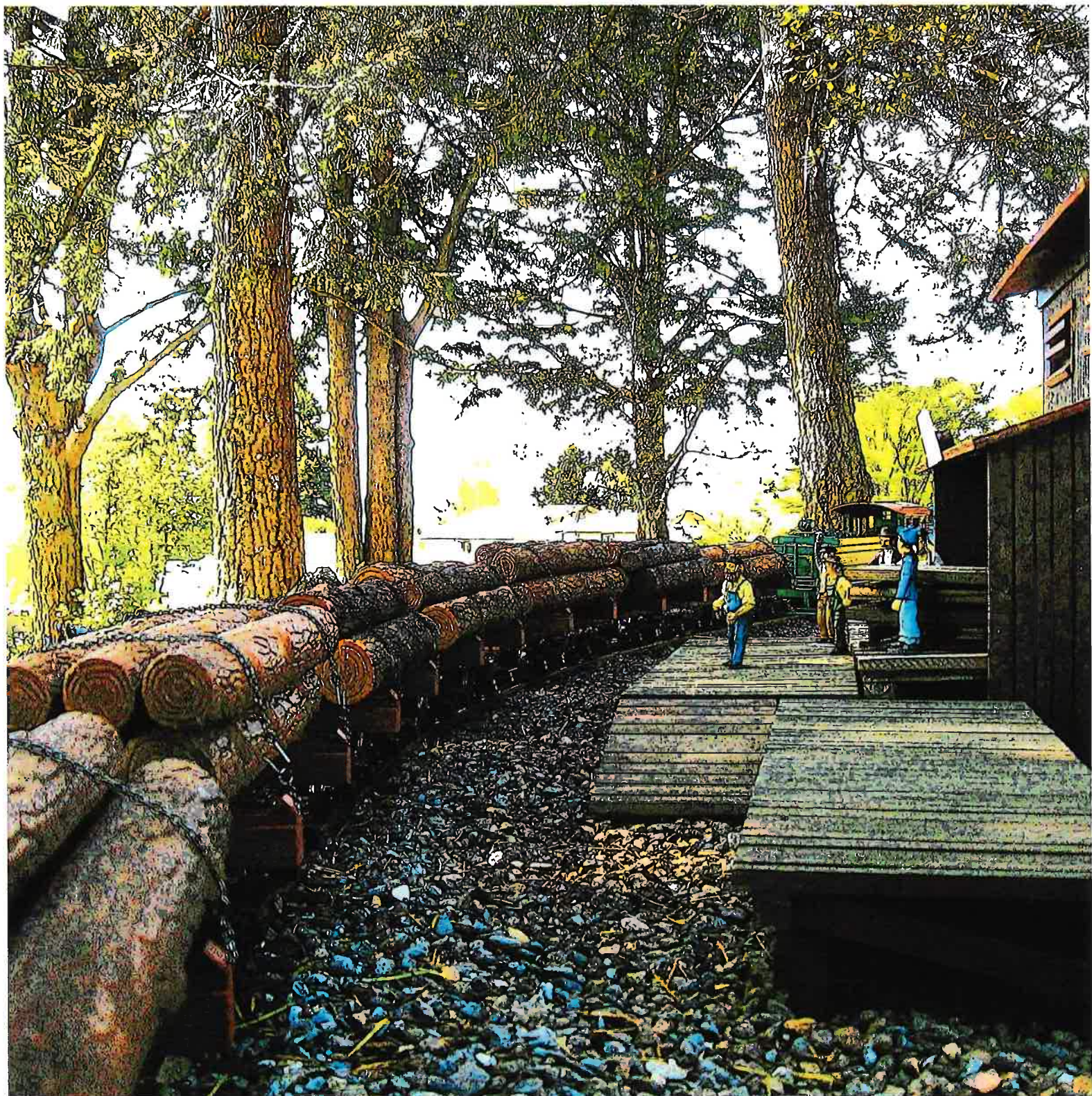
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INFORMATION ITEM – B

DATE: April 4, 2022
RE: Tidewind Sportfishing Signage Request
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Tidewind Sportfishing requested additional signage in a letter January 1, 2022. This request was discussed during a workshop meeting with the Board looking at other alternatives for all charter businesses that are using the Port.
- The Port has existing billboards for the retail businesses signs in multiple locations on Low Harbor Road.
- A 4'x8' Tidewind Sportfishing was installed per their request from prior Port management.
- Continuing to look into a new billboard for all charter businesses that launch from the Port of Brookings Harbor with Oregon Coast Visitors Association. We had some scheduling conflicts, but we are meeting later today.

DOCUMENTS

- Tidewind Sportfishing Letter Dated March 16, 2022, 2 pages
- Pictures of Tidewind Sportfishing proposed signage locations, 2 pages
- Pictures of existing signage, 5 pages
- Resolution No. 275 Exterior Sign Code, 9 pages

Tidewind Sportfishing
16350 Lower Harbor Rd Ste 201
Brookings, OR 97415
(541)469-0337
scoastsportfishing@yahoo.com
Tidewindsportfishing.com



MARCH 16, 2022

To the Commission Board of the Port of Brookings-Harbor:

We at Tidewind Sportfishing are requesting additional signage in the Port for our business. Due to the physical location of our store, there is limited to no visibility of our storefront. This has an impact on our current and future clients being able to find us.

On the attached picture we have several locations that we would like to put large signs to direct clients down to our location. Not only would we promote Tidewinds, but the whole Boardwalk location and the Port itself. We are willing to lease the small pieces of land to place signage and will be using solar lighting to keep the signs visible. The artwork for the signs is still in discussion at this time. We would like something clean, precise and professional, with full visibility from the road for anyone driving to see clearly.

Thank you for putting this request into consideration and we are excited to move forward with this as soon as possible before the summer season is in full swing this year.

Kyle Aubin

A handwritten signature in black ink, appearing to read 'Kyle Aubin', with a long, sweeping horizontal stroke underneath it.

Owner/Operator



Proposed sites for Tidewind Sports Fishing Signs

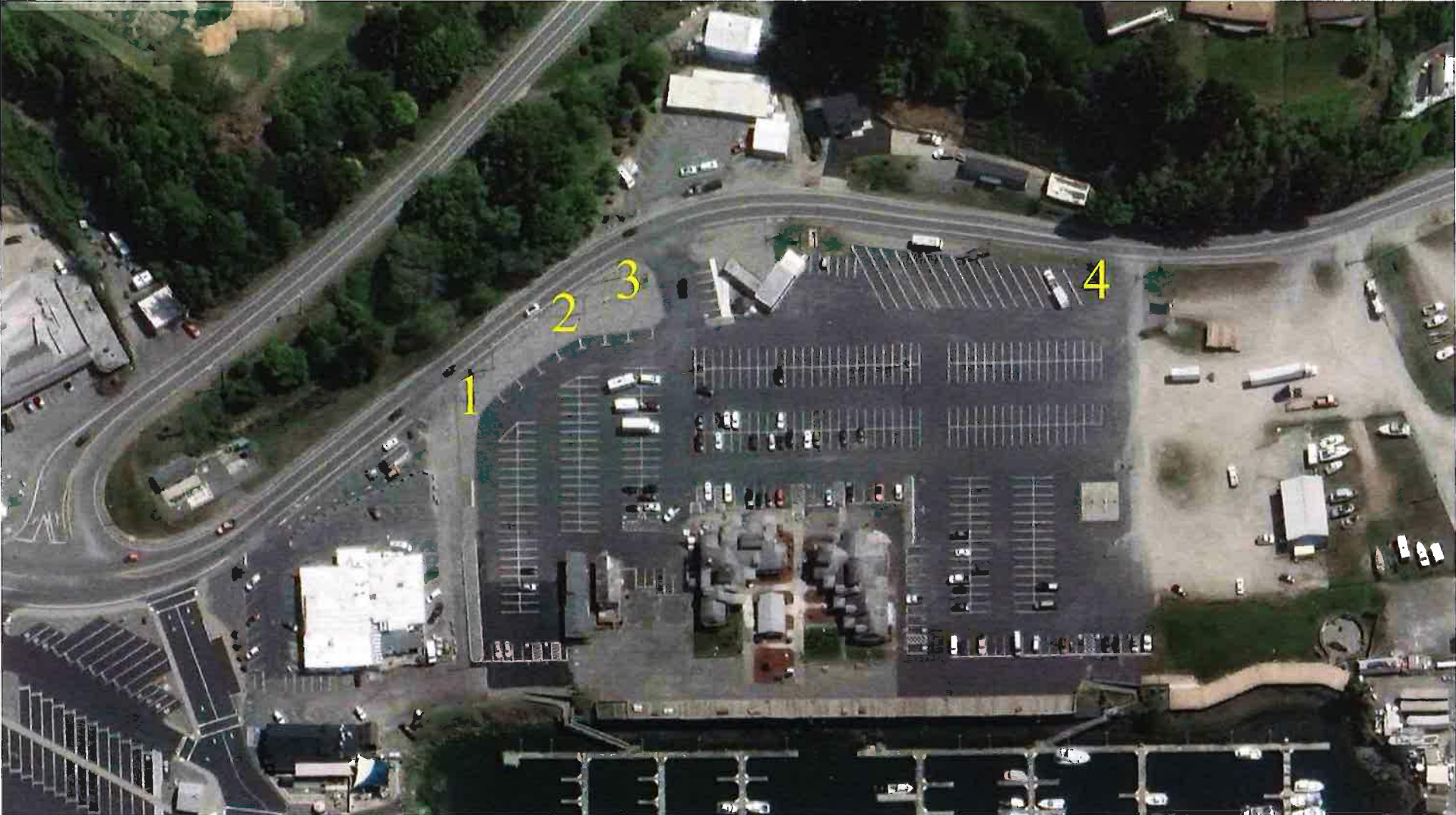


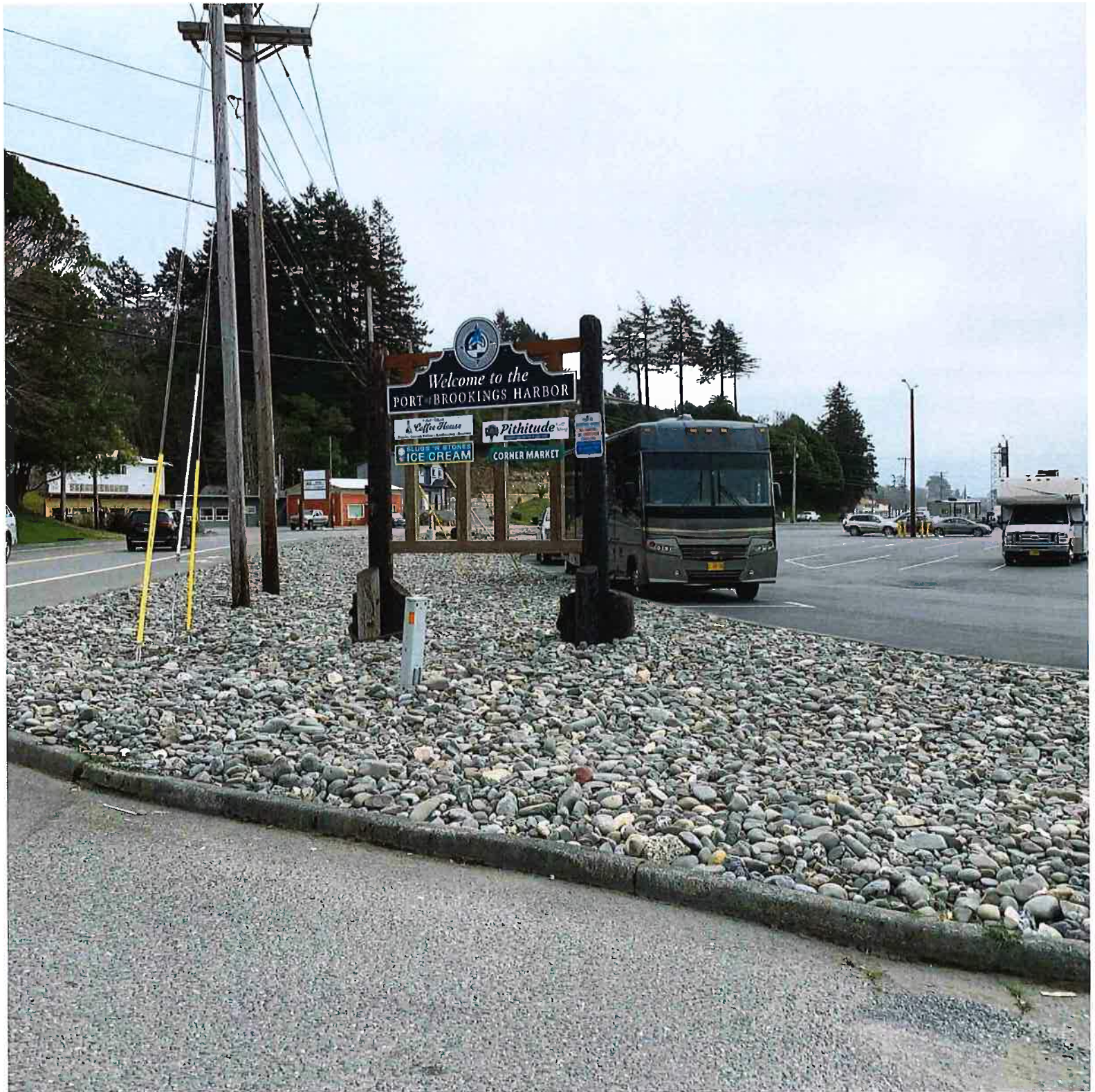
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Port of Brookings Harbor Existing Retail Signage





1

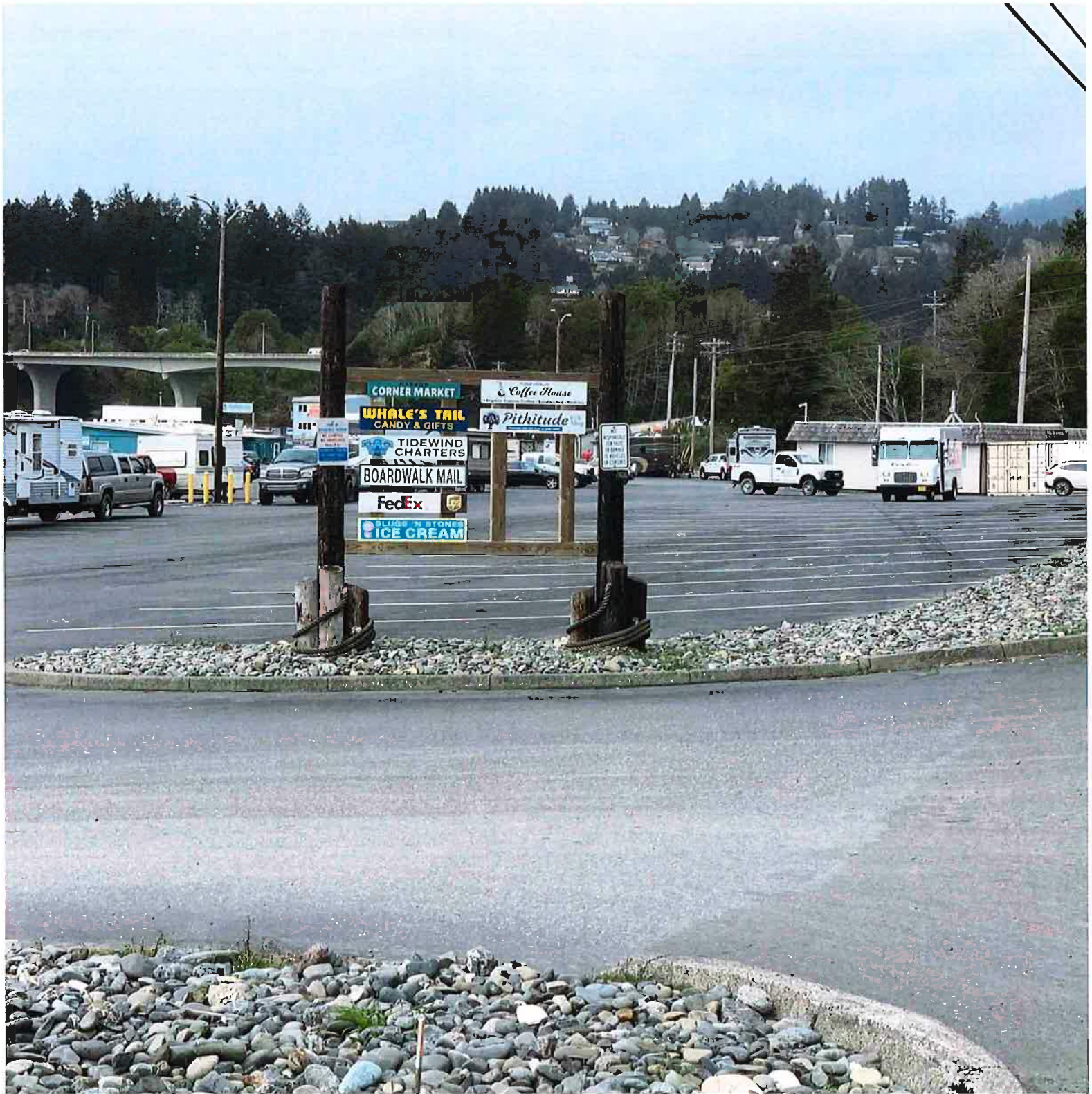


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36



4

RESOLUTION NO. 275

A Resolution of the Port of Brookings Harbor
the Exterior Sign Code

WHEREAS, the Port of Brookings Harbor Board of Commissioners has determined that a uniform exterior sign code is necessary to promote the safety, welfare, and aesthetic well-being of property owned by and rented by the Port of Brookings Harbor to various tenants,

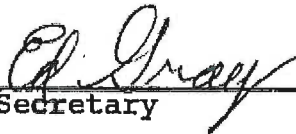
NOW, THEREFORE, IT IS HEREBY RESOLVED:

That the Exterior Sign Code attached hereto and incorporated by reference herein, shall constitute the applicable law for the erection, maintenance, and removal of signs existing in connection with Port of Brookings Harbor real property.

ADOPTED by the Port of Brookings Harbor Board of Commissioners on the 19th day of March, 1996.



President



Secretary

PORT OF BROOKINGS/HARBOR EXTERIOR SIGN CODE

SECTIONS:

- 10 DEFINITIONS
- 20 PURPOSE
- 30 APPLICATION
- 40 THEME
- 50 CRITERIA
- 60 EXEMPT SIGNS
- 70 SIGNS EXPRESSLY PROHIBITED
- 80 NON CONFORMING SIGNS
- 90 TERMINATION OF SIGNS BY ABANDONMENT
- 100 VARIANCES
- 110 APPEALS

10 DEFINITIONS. The following definitions apply to material and subjects addressed specifically within.

ALTER - Any changes excluding content, and including but not limited to size, shape, method of illumination, position, location, materials, construction, or supporting of a sign.

ARC - Architectural Review Committee

BENCH SIGN - A sign placed on a bench and not attached to any building.

BUSINESS - A commercial or industrial enterprise.

CONTINUOUS STRING DEVICES - A series of flags, banners, pennants other devices designed to move in the wind, that are attached along a string, wire or cable.

EXTERIOR SIGNS - Signs that are attached to the exteriors of a building or to transparent surfaces such as glass doors or windows so as to be visible from outside the building, or any other sign visible from outside the building.

FACADE - The front of a building as determined by the customer entrance, from the ground or street level to the roof line or top of the marquee, whichever is higher.

FIXED BALLOON- Any lighter-than-air device attached by a rope or tether to a fixed place.

FREE STANDING SIGN - A sign erected on a frame or poles and not attached to any building.

GRAPHICS - Art work and/or lettering.

LETTER BOARD - See READER BOARD

MARQUEE - A non-movable roof-like structure which is self draining.

NON CONFORMING SIGN - All signs existing on the effective date of this code that do not conform with the provisions of this code.

PILING - A structure of pieces of timber or material having the appearance of timber, placed in the ground to carry a vertical load.

PORT - The Port of Brookings/Harbor and/or the Port commissioners, manager and designated representatives.

PREMISES - Leased property on which the business operates.

PUBLIC AREA - Any area designated for use by the port as a right-of-way, walkway, boardwalk, rest area, driveway, roadway, or other use that is intended to be clear of obstructions.

READER BOARD - A sign with changeable letters by either electronic or manual means.

SANDWICH BOARD - A one or two sided A frame type sign that is not fastened to the ground or any structure.

SIGN - Any notice or advertisement, pictorial or otherwise, including the supporting structure, used as an outdoor display for the purpose of advertising a business along with its goods and services.

SIGNAGE - Any sign or combination of signs used by a business.

SIGN, PUBLIC - A sign erected by a public officer or employee in the performance of a public duty which shall include, but not be limited to, motorist, informational signs and warning lights. Signs on public buildings and/or giving direction to public facilities.

WALL GRAPHICS - Included but not limited to any mosaic, mural or painting or graphic art technique or combination or grouping of mosaics, murals, or paintings or graphic art techniques, applied, implanted or placed directly onto a wall or fence.

WIND SIGN OR DEVICE - Any sign or device in the nature of banners, flags, balloons, or other object fastened in such a manner as to move upon being subject to pressure by wind or breeze.

20 PURPOSE. The purpose of the sign code is to integrate the advertising needs of the businesses located at the Port of Brookings Harbor with the overall safety and aesthetic needs of the Port. The intent of the code is to establish a degree of uniformity in signage while allowing for individual creativity, thus promoting a visual environment which will be aesthetically pleasing and inviting to the consumer, enhance the natural attractiveness of the area and generate more activity for all of the Port businesses. The object of a sign is to identify the business name and type of product or service offered for sale. This code is further intended to encourage signs that:

- A. Protect the Port from sign clutter;
- B. Protect the public's ability to identify users and premises without confusion.
- C. Eliminate unnecessary distractions which may jeopardize pedestrian or vehicular traffic safety;
- D. Are as small in size and few in number as is consistent with their purpose of communicating identification and essential information;
- E. Protect the right of the public to be directed, warned, advised and informed;
- F. Possess a satisfactory aesthetic effect and pleasing elements of design that relate to the form, proportion, material, surface treatment and location; and
- G. Assure the maintenance of signs.

30 APPLICATION. For signs on any real property in which the Port owns an interest, a sign application must be approved before any sign (except those specifically exempted), is erected, placed, painted, constructed, carved or otherwise given public exposure. Sign applications shall be filed with the Port on an appropriate form in a manner prescribed by the Port. A sign approval shall be issued only after a determination by the Port that the proposed sign is in compliance with all provisions of this section. Each business requesting a sign pursuant to this document shall submit an application to the Port which shall include:

- A. A scale drawing of the proposed sign including dimensions of both the sign and the building or structure to which it will be affixed.
- B. A description of the materials and colors to be used in the construction of the sign.
- C. A drawing of the placement of the proposed sign at the business location.

40 THEME. The overall environment at the Port naturally promotes a nautical theme. All exterior signage therefore should carry out this theme by relating to the area of the Port of Brookings Harbor and its activities including but not limited to themes about the ocean, fishing, boating, or other seaport village activities.

50 CRITERIA. All signs shall be of a professional quality and be maintained to a professional appearance. Exterior signs must comply with the following regulations:

- A. **Materials:** The materials permitted for signs are wood, metal, polymer material, stained glass and ceramics. Paper and/or neon signs are not allowed as permanent exterior signs.
- B. **Graphics:** These shall be clear, legible, follow the Port theme and be of a professional quality.
- C. **Colors:** Colors of exterior signage must receive approval from the Port. Colors not recommended are fluorescent, day-glo type colors.
- D. **Size:** The area of a sign is determined by the area of the circle or rectangle required to contain it.

1. Exterior Building Signs

- a. **Roof Mounted Signs.** No sign shall be placed on the top of the roof ridge of a building or on top of a facade or marquee. No part of any sign shall extend above the roof ridge or highest part of the roof. Roof signs must conform to criteria outlined in this code and shall be considered in the total signage allotment for a business.
- b. The size and total area of allowed front exterior signs shall be determined by the facade area of the building. Each building shall be allowed a total exterior signage area for the front equal to 10% of the facade area of the building. Exterior facade signage may not exceed a total of seventy (70) square feet regardless of the size of the facade.
- c. Each building may be allowed additional exterior signage area for the sides or rear of a building with Port approval. These additional signs shall not exceed 10% of the area of the side or rear of the building on which the sign is located. Exterior signage for the sides or rear of a building may not exceed a total of seventy (70) square feet regardless of the size of the sides or rear of the building.

d. The total exterior signage of any building, including the facade, roof, and any freestanding sign as may be approved, shall not exceed 140 square feet.

e. The total exterior signage area for a building shall not be affected by the number of businesses located in the building. The business owner or primary leaseholder, if the building is owned by the Port, is ultimately responsible for allocating this allowed area to the businesses located therein and for insuring compliance of signage limitations in the case of multiple businesses being located in a building.

f. All exterior building signs shall be flush-mounted parallel to or painted on the exterior wall of the building.

2. Free Standing Signs.

a. Businesses abutting Lower Harbor Drive and Boat Basin Road may be allowed one (1) free standing sign identifying the business. This sign, if approved, must be located on the premises. Such sign shall not exceed 12 feet in height and shall be limited to a total area of 40 square feet per business and shall be considered part of the businesses total facade signage area. If both sides of a double sign are of the exact same design then only one side will be included in the area of that sign. The sign shall be mounted on at least one (1) pilings with two (2) to three (3) more non-supporting poles per side to make the sign resemble a dock piling. The sign shall be placed in a planter or landscaped area designated by the Port. The sign shall not project over any property line or project into a public area.

b. Light from a free standing sign shall be directed away from a residential area and any abutting street.

3 Sandwich Board and A-frame Signs. A temporary sandwich board or A-frame sign may be allowed for a period up to 90 days per year pursuant to review and approval of the Port Manager provided the following conditions are met:

a. Only one (1) such sign per applicant business may be allowed and shall not exceed two (2) feet in width and four (4) feet in height.

b. Each sign must be professionally made and must be kept clean and in good repair. Each sign must be sufficiently weighted at the bottom to prevent being toppled by the wind.

c. Signs shall be displayed only at such times as the business they are intended to identify is open for business. Signs are limited to displaying the business name/logo, "open" and description of the business type. Such signs shall not be placed in a public right of way.

4. Decorative Banners. Decorative banners and flags, excluding local, state or national flags, may be displayed only if they are not torn, faded, or frayed.

5. Bench Signs Bench signs in the Port shall be leased from the Port on benches and sign blanks provided by the Port at sites designated by the Port. Signs will not be permitted on boardwalk benches.

6. Monument Signs. For businesses not abutting Lower Harbor Drive, one (1) free standing monument sign may allowed for each cluster of up to four (4) businesses having a common parking area. Such sign shall not exceed 12 feet in height and shall be limited to a total area of 48 square feet, with no business having more than 12 square feet of sign area. The sign shall be mounted

between two (2) pilings with two (2) to three (3) more non-supporting poles per side to make the ends of the sign resemble a dock piling. The sign shall be placed in a planter or landscaped area designated by the Port. The sign shall not project over any property line or project into any public area. The site of such monument signs shall be chosen by the Port and such signs constructed by the Port to accommodate sign blanks of eight feet in length by 18 inches in height (8' x 18"). The Port will erect the structure for the signs and each business requesting to place a sign on the structure will be responsible to provide and maintain its sign. These signs shall not be included in calculating the total signage allotted each business.

7. Fixed Balloons. Upon application and approval by the Port, a business may display a fixed balloon for a period not to exceed 30 days per application.

60 EXEMPT SIGNS. The following signs and devices shall not be subject to the provisions of this code.

A. Memorial tablets, cornerstones, or similar plaques not exceeding six (6) square feet.

B. Temporary signs for events of a general port-wide civic benefit.

C. Temporary, non-illuminated real estate or construction signs provided that said signs are removed within 72 hours from sale, lease or rental of the property, or the completion of the construction project. The following standards shall apply to signs:

1. One (1) non-illuminated temporary sign 18 inches by 24 inches shall be permitted for the lease, rental, or sale of a property.

2. One (1) non-illuminated temporary sign 18 inches by 24 inches shall be permitted for the identification of the contractors working on the construction or remodeling of a building.

D. Temporary signs for new businesses, for a period not to exceed 30 days.

E. Paper signs that serve as a notice of a public meeting or event that shall be removed after such meeting is held.

F. Small informational signs related to the operation of a business, such as "open/closed" signs, credit card signs, rating or professional association signs, and signs of a similar nature, provided said signs do not exceed three (3) square feet in area per sign, and no more than four (4) in number for any individual business on any parcel of property, with no more than 9 square feet in total signage area for such signs per business.

G. Signs placed by state or federal governments for the purpose of identifying public works projects or publicly funded and/or sponsored projects, designed to fulfill the requirements of state or federal funding agencies.

H. Nameplates indicating the name, and/or address of the occupant of a moorage provided it does not exceed 72 square inches.

I. Interior signs not placed in the window or placed to be visible from outside of the building.

J. Wall Graphics or Murals that do not contain any reference to the business or its products, either expressly or by common association and is displayed purely for the enjoyment of the public can be granted an exemption from the requirements of this code if the art is approved by the Port after an

application has been submitted by the artist responsible before making the project. The Port encourages the use of tasteful art that promotes the theme of the Port of Brookings Harbor. In considering these applications, the ARC can rule on and set requirements on matters including but not limited to appropriateness of subject matter, location, scale, colors, quality and aesthetics.

K. Incidental signs displayed strictly for a direction, safety, or the convenience of the public, including but not limited to signs that identify restrooms, public telephones, parking area entrances and exits, rules pertaining to Port expectations are allowed, except that they will only be as large as necessary, uniform in design and graphic, and of a color in harmony with the surroundings and theme of the port; Individual signs in this category shall not exceed 3 square feet in area.

70 SIGNS EXPRESSLY PROHIBITED. The following signs and devices are expressly prohibited.

A. Sandwich board or "A" frame except as provided in Section 50 D.3. , banners, flags and pennants except as provided in Section 50 D.4., other portable signs of any nature, continuous string devices, and paper signs except as may be provided in section 60.

B. Billboards or off-premise advertising signs not erected by the Port, wind signs.

C. Signs which contain any flashing, blinking or moving letters, characters or other elements, rotating or otherwise movable signs.

D. Vehicle signs, except for standard advertising identification markings which are permanently or magnetically attached to or printed on a business or commercial vehicle.

E. Reader boards.

F. Political signs.

G. No signs, as provided in section 60 shall project into the public right-of-way to a distance of less than two (2) feet from the face of curb or in the case where no curb exists, no less than two (2) feet from the edge of the pavement, and no such projecting signs shall be installed to a height of less than seven (7) feet six (6) inches clearance from grade thereunder or top of the grade to the lowest point of said sign.

H. In no case shall any sign:

1. Be animated, audible, rotate or have intermittent or flashing illumination.
2. Be erected in a public easement or right-of-way.
3. Be erected so as to prevent free ingress to or egress from any door or window, or any other exit way required by the current edition of the Oregon State Structural Specialty Code and Fire and Life Safety Regulations, 1985 edition.
4. Be attached to any public utility pole, or structure, light pole, lamp, lamp post, tree, fire hydrant, bridge, curb, or sidewalk located on Port property.
5. Be attached to a stand pipe, gutter, drain, or fire escape, nor shall any sign be erected so as to impair access to the roof .

6. Be erected in any location where, by reason of its location will obstruct the view of any authorized traffic sign, signal, or other traffic control device. Nor may any sign, by reason of its shape, position or color, interfere with or be confused with any authorized traffic signal, sign or device. Further, no sign shall be erected in a location where it will obstruct vision of the public right-of-way to the vehicle operator during ingress to, egress from, or while traveling on, said public right-of-way.

7. Be painted on or attached to any fence, except as provided in section 60 I and L.

8. Operate or employ any stereopticon or motion picture projection or media in conjunction with any advertisements, or have visible moving parts or any portion of which moves or gives the illusion of motion except as otherwise provided in this code.

80 NON CONFORMING SIGNS. All signs existing on the effective date of this code and not conforming with the provisions of this section are deemed non conforming signs except as provided in Section 60.

A. No non conforming sign, except as provided in Section 80 B, shall be changed, expanded or altered in any manner which would increase the degree of its nonconformity, or be structurally altered to prolong its useful life, or be moved in whole or in part to any other location where it would remain non conforming.

B. All non conforming signs existing on the effective date of this code may remain in use for five (5) years under the following conditions:

1. Until the business for which it advertises has been abandoned in accordance with Section 100 below.

2. The sign remains in good operating condition.

3. The sign is not currently , or likely to become, a hazard to traffic, pedestrians or property.

C. Termination of Non conforming Signs.

1. Immediate termination. Non conforming signs which advertise a business no longer conducted or a product no longer sold on the premises where such sign is located shall be removed within 60 days after the effective date of this code, except as otherwise expressly permitted by this section. Termination of the nonconformity shall consist of removal of the sign or its alteration to eliminate fully all non conforming features.

2. Termination by damage or destruction. Any non conforming sign damaged or destroyed by any means, to the extent of one-third (1/3) of its replacement cost new shall be terminated and shall not be restored.

3. Any non conforming sign not terminated pursuant to any other provision of this code shall be removed within 5 years following adoption of this code.

90 TERMINATION OF SIGNS BY ABANDONMENT.

A. Any sign advertising or relating to a business on the premises on which it is located, which business is discontinued for a period of 90 consecutive days, regardless of any intent to resume or not to abandon

such use, shall be presumed to be abandoned and all such signage, whether conforming or non conforming to the provisions of this code shall be removed within said 90 days. If a conforming free standing sign the graphics only may be removed. Any period of such non continuance caused by government actions, strikes, materials shortages, or acts of God, and without any contributing fault by the business or user, shall not be considered in calculating the length of discontinuance for purposes of this subsection.

B. An extension of time for removal of signage of an abandoned business, not to exceed an additional 90 days, may be granted by the Port upon an appeal filed by the legal owner of the premises or the person in control of the business.

100 VARIANCES.

A. **GENERALLY.** When practical difficulties, unnecessary hardships or results inconsistent with the general intent and stated purpose of this ordinance occur by reason of the strict application of the standards set forth in these regulations, a sign variance may be requested by the legal owner of the premises or the person in control of the business.

B. **APPLICATION.** A request for a sign variance shall be made by submitting such request in writing to the Port, along with all supporting documentation pertinent to the situation, such as maps, photographs or sketches. The request for variance shall be set for review on the earliest available meeting date of the ARC. The hearing may be continued from time to time.

C. **REQUIRED FINDINGS.** The ARC must make the following findings in order to approve a sign variance:

1. The strict application of the standards contained in this sign ordinance deprive's the applicant's property of privileges enjoyed by other property owners in the same vicinity and under identical use classification due to special circumstances applicable to the property including size, shape, topography, location or surroundings; and
2. The variance does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity with the same use classifications as the subject property; and
3. The authorization of the variance shall not be materially detrimental to the purpose of this code, be injurious to property in the same zone or vicinity in which the property is located or be otherwise detrimental to the objectives of any Port development plan or policy; and
4. The variance request is the minimum variance from the provisions and standards of this code which will alleviate the hardship.

110 APPEALS.

A. Any person aggrieved by an action of the ARC, may make an appeal of that decision. Appeals of decisions made by the ARC shall be submitted in writing to the Port for review by the Port Commissioners. Decisions of the Port Commissioners are final.

INFORMATION ITEM – C

DATE: April 4, 2022
RE: POBH Employee Handbook 2022
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port staff provided a revised employee handbook updated with SDAO recommendations at a Commissioner Workshop Meeting on January 11, 2022 and at the Regular Commissioner Meeting January 19, 2022. We noted in the meeting our Port Legal Counsel was reviewing the document and wanted to wait until they have completed their review.
- The attached handbook document is a redline changes recommended by legal counsel.
- Notable changes:
 - 1) Full-time employment benefits changed from 40 hours per week to 30 hours per week.
 - 2) New-hire probationary period reduced from 90-days to 60-days.
 - 3) New State of Oregon Holiday – Juneteenth (June 19).
 - 4) Updated SEP IRA retirement plan for compliance.

DOCUMENTS

- Draft POBH Handbook 2022, 139 pages



**Port of Brookings Harbor
Employee Handbook**



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Port of Brookings Harbor Employee Handbook

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INTRODUCTION

WELCOME TO THE PORT OF BROOKINGS HARBOR!

On behalf of your colleagues and the Board of Commission ~~—~~we're glad you've joined us! We take pride in selecting people such as you to join our organization, and we truly believe you will be a positive addition to our most important asset ~~—~~our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve is to help you understand our organization and your role in it. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Our organization values two-way communication, and our "open door" policy encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We sincerely hope you will like it here.

Port Manager

~~No changes or additions to Welcome to the Port of Brookings Harbor~~

ABOUT THIS HANDBOOK

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask the Port Manager or your Supervisor.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document ~~confers~~ or communication, whether written or verbal, is intended to in any way create an express or implied ~~contractual right to remain in The Port of Brookings Harbor's employ, nor does it~~ contract of employment or to guarantee any fixed terms or conditions of your employment. Your employment is at will, meaning it is not for any specific period of time and may be terminated ~~at will~~, with or without reason, and without prior notice by ~~The~~ the Port of Brookings Harbor or you for any reason, at any time. Nothing in this Handbook can be construed to contradict, limit, or modify the at-will nature of your employment.

~~The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide replacement pages so you can keep your Handbook current.~~ The Port of Brookings Harbor reserves the right to interpret and administer the provisions of this Handbook as needed. Except for the policy of at-will employment, which can only be changed in writing by the Port Manager. The Port of Brookings Harbor has the maximum discretion permitted by law to change, modify, or delete any provision in this Handbook at any time with or without notice. However, oral statements or representations cannot supplement, change, or modify the provisions in this Handbook.

Each employee should read and become familiar with the information contained in this Handbook. Failure to comply with the Port of Brookings Harbor's policies or procedures may result in discipline, up to and including termination of employment.

This Handbook supersedes all inconsistent oral or written statements. Unless otherwise noted herein, the provisions of this Handbook apply to all personnel. However, to the extent any provision of this Handbook conflicts with the terms of a written employment contract signed by the Port Manager, the terms of the written contract will prevail. Likewise, to the extent that any provision of this Handbook conflicts with an applicable law, the law will be applied.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs. You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

~~No changes or additions to About This Handbook Section~~



LOD

EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP

You and ~~The~~the Port of Brookings Harbor are engaged in an “at-will” employment relationship. Therefore, employment at ~~The~~the Port of Brookings Harbor is for no definite period of time and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship except the Port Manager. It cannot be altered, except when in writing and signed by the Port Manager and you. The Port of Brookings Harbor will not make, and will not be bound by, any oral promises concerning the length or terms of your employment.

Equal Employment Opportunity

The Port of Brookings Harbor is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have ~~been harassed, or if you witness or suspect any violation of this policy~~ experienced harassment, discrimination, or retaliation, you should report the matter immediately according to the [Designated Position] reporting process outlined in our policy against discrimination, harassment, and retaliation. We also encourage that you document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by ~~Management~~management or co-workers.

~~'Equal Employment Opportunity' was added to this section and expanded to include verbiage previously included in 'Prevention of Workplace~~

WORKPLACE ACCOMMODATIONS

Commitment to Equal Employment Opportunities

The Port of Brookings Harbor complies with all applicable federal and state laws providing for nondiscrimination in employment, and this includes providing reasonable accommodations to qualified individuals in accordance with these laws, except where such an accommodation is unreasonable or would create an undue hardship. This includes accommodations for:

- Employees who have a physical, mental, or sensory disability that affects their ability to perform any of the functions of their job or enjoy the "benefits and privileges of employment" equal to those enjoyed by similarly-situated employees without disabilities;
- Employees with limitations related to pregnancy, childbirth, or a related medical condition, such as lactation, that may interfere with any job-related tasks or requirements; and
- Where a work-related requirement may interfere with a religious observance or an employee's religious belief.

Requesting a Reasonable Accommodation, Medical Information

Employees who wish to request an accommodation for any of these reasons should contact the Port Manager. As permitted by law and depending on the nature of the accommodation requested, the Port of Brookings Harbor may request medical information and opinions to verify the need for such accommodations, identify potential alternative accommodations, or to determine whether continued work would pose a safety or health risk, where appropriate. We will treat such information as confidential, except to the extent that others need to know to evaluate the request or to implement any approved accommodations.

Determinations

The Port of Brookings Harbor will make decisions about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. While we encourage employees to suggest the specific accommodations that they believe may be ideal, please be aware that the Port of Brookings Harbor is not required to make the specific accommodation requested and may provide an alternative effective and reasonable accommodation, to the extent it does not pose an undue hardship on the Port of Brookings Harbor.

No Retaliation

The Port of Brookings Harbor does not condone or allow any form of unlawful discrimination or discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation under this policy in good faith. For this reason, the Port of Brookings Harbor will not:

- deny employment opportunities on the basis of a need for reasonable accommodation;

- deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;
- take an adverse employment action, discriminate, or retaliate because the applicant or employee has inquired about, requested, or used a reasonable accommodation;
- require an applicant or an employee to accept an accommodation that is unnecessary; or
- require an employee to take family leave or any other leave, if a reasonable accommodation can be made instead.

If an employee feels that they or another employee may have been subjected to retaliation or other conduct that violates this policy, they should report it immediately to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom they feel comfortable speaking.

POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION^{-section-}

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act [ADA], amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function [walking, seeing, hearing, breathing, bodily functions, etc.]
 - They have a history of such impairment; or
 - They are regarded as having such impairment.
-

The ADA also prohibits discrimination on the basis of an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

The Port of Brookings Harbor offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the

performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, as long as the requested accommodations don't cause an undue hardship on the organization. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with the Port Manager.

added section per ADA Amendments Act of 2008

HARASSMENT

The Port of Brookings Harbor prohibits unlawful discrimination and harassment. This policy defines these terms and provides a complaint procedure for employees who believe they have been the victims of prohibited conduct. This policy applies to all matters related to hiring, firing, transfer, promotion, benefits, compensation, and other terms and conditions of employment.

A copy of the Port of Brookings Harbor policy against discrimination, harassment, and retaliation is available at [LOCATION].

Equal Employment Opportunity

The Port of Brookings Harbor will not tolerate conduct by any employee, elected official, board or commission member, volunteer or intern, customer or member of the public that discriminates, harasses, disrupts, or interferes with an employee's work performance or which or creates an intimidating, offensive, or hostile work environment. All forms of unlawful discrimination and harassment are prohibited. We want to maintain a working environment free from all forms of discrimination and harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. It is our intent that such factors shall not be a consideration for any of the following: employment, retention, promotion, recruitment or recruitment advertisement, rates of pay or other forms of compensation, administration of benefits, selection for job or management training, and demotion or separation. All matters related to employment are based upon job performance, plus trustworthiness, dependability, and reliability once hired. Retaliation associated with a complaint of harassment is also prohibited.

~~Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.~~

~~Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment;~~

This policy explicitly applies to conduct in the workplace and at work-related events, including Port of Brookings Harbor-related social functions, business trips and functions (such as conventions, trade shows, etc.), and off-site work meetings. This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Unlawful harassment or intimidation of any kind by or toward another employee or any other person (including a customer, visitor, or vendor/supplier), or harassment of any person not

associated with the Port of Brookings Harbor by use of Port of Brookings Harbor relationships, resources, or assets will not be tolerated. Conduct that the Port of Brookings determines to constitute a violation of this policy may result in the strictest disciplinary action.

Sexual Harassment

Sexual harassment and sexual assault are forms of harassment. Both are violations of state and federal law and will not be tolerated. "Sexual assault" is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation, or a sexual offense has been threatened or committed as described in Oregon's criminal statutes. Sexual harassment, as defined by the Equal Employment Opportunity Commission and stated below, is expressly prohibited:

- Submission "Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to the such conduct is in any way deemed to be made either explicitly or implicitly a term or condition of the individual's employment;
- Submission (2) submission to or rejection of the such conduct by an individual is used as a basis for employment related decisions affecting such individual; or,
- The (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work working environment."

The definition of sexual harassment includes many forms of offensive behavior and can include gender-based harassment of a person of the same sex as the harasser. Conduct that may be considered in violation of this policy includes, but is not limited to:

- Unwanted sexual advances;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
- Verbal conduct, such as making or using derogatory comments, epithets, slurs, or jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, or sexually degrading words used to describe an individual;
- Suggestive or obscene letters, notes, or invitations; and/or
- Inappropriate physical conduct, including touching, assaulting, impeding, or blocking movements.

~~Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at The Port of Brookings Harbor.~~ Cell phone use, including inappropriate text messages and other similar electronic communications, can also be considered harassing behavior.

~~Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.~~

Each manager/supervisor has a responsibility to maintain a workplace free of any form of ~~sexual~~ unlawful harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. ~~Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.~~

~~This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.~~

Other Forms of Harassment

This policy applies not only to complaints and investigations of sexual harassment and assault, but to all other forms of harassment and intimidation based on age, race, sex, sexual orientation, national origin, religion, marital status, disability, veteran status, or any other category protected by federal, state, or local law. Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as is using any other words or conduct that might create a hostile or offensive work environment.

Reporting Concerns

Management provides and supports a ~~dispute resolution procedure~~ process for receiving and resolving complaints ~~alleging discriminatory practices in employment relations. As an employee of The Port of Brookings Harbor, you have the responsibility to immediately report any actions or words, which you find to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by anyone~~ involving workplace discrimination, harassment, or sexual assault.

~~**Reporting Incidents of Harassment**~~ If you believe that you have ~~been harassed, have~~ experienced or witnessed harassment, discrimination, sexual assault, or ~~suspect~~ any ~~violation of our~~

harassment other behavior prohibited by this policy, you must immediately report the matter to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice Upon receipt of a report of prohibited discrimination, harassment, or sexual assault, the manager who received the report will provide a copy of this policy to the reporting employee.

No Retaliation

No team member will be retaliated against for making a complaint under this policy in good faith, or for participating or otherwise assisting in an investigation of such a complaint in good faith. If you believe you have been retaliated against in violation of this policy, you must report it to the Port Manager, the Director of Finance and Accounting, or another management representative.

Investigation and Response

Any reported allegations of harassment, discrimination, or retaliation will be investigated by the Port of Brookings Harbor promptly and in a manner appropriate to the circumstances. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you the reporting party will be notified of the outcome of the investigation. We will also check in with you quarterly an employee who reports being the victim of alleged harassment every three months for one year following receipt of the information such report to ensure the matter has been resolved and continues no further concerns or retaliation are experienced. However, employees should not wait for the Port of Brookings Harbor to make contact to share or communicate any further concerns or experiences. If an employee would like the Port of Brookings Harbor to discontinue the follow-up process, a request must be submitted in writing to meet the organizations standards Port Manager, the Director of Finance and Accounting, or another management representative.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority or to another management representative. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found by the Port of Brookings Harbor, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

External Complaint Procedure

Documentation

Employees are encouraged to document any incidents involving discrimination, harassment, or sexual assault as soon as possible.

Anyone who receives a report of workplace discrimination, harassment, intimidation, sexual assault, or related employment agreements containing prohibited provisions must document such reports. Any supervisor, manager, or employee who observes or experiences what they believe to be incidents of workplace discrimination, harassment, intimidation, or sexual assault should also document such incidents.

The Port of Brookings Harbor must maintain records of workplace harassment including:

- the date of the incident;
- the date the complaint was received by the designated individual or alternate;
- the dates the investigation was started and closed;
- the investigation report;
- the outcome of the investigation and any actions taken by the Port of Brookings Harbor;
and
- the dates the Port of Brookings Harbor followed up with the victim, or a signed waiver of the Port of Brookings Harbor responsibility to conduct follow up contacts with the victim.

No Limitation of Remedies

We encourage employees to bring their concerns and complaints to the organization, and to seek redress through the internal process outlined above. But we also understand that, at times, this may not be the choice of the employee. ~~Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.~~

~~Nothing in this policy prevents a complainant from filing a formal complaint with the Oregon Bureau of Labor and Industries at (BOLI), or the following web address: https://www.oregon.gov/boli/CRD/Pages/C_Creompl.aspx Equal Employment Opportunity Commission (EEOC) and/or any other state or federal agency responsible for enforcing laws governing prohibited discrimination, harassment, and retaliation.~~

~~Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.~~

A complaint filed by an employee with BOLI alleging an unlawful employment practice as described in ORS 659A.030 (prohibiting discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, age, or expunged juvenile record), 659A.082 (prohibiting discrimination and mandating leave for certain military service), 659A.112 (prohibiting discrimination against individuals with disabilities), or unlawful harassment, sexual assault, or a violation of the additional protections for victims outlined above, must be filed no later than five years after the occurrence of the alleged unlawful employment practice. Other claims may have shorter timeframes.

In addition to the above, nothing in this policy prevents any person from seeking remedy under any other available law, whether civil or criminal. An employee or claimant must provide advance notice of claim against the Port of Brookings Harbor as required by ORS 30.275.

Employment Agreements

No-employee

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault. A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Port of Brookings Harbor. A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the Port of Brookings Harbor and allows the Port of Brookings Harbor to not rehire that individual in the future.

The Port of Brookings Harbor will ~~be required or invited to sign an~~ not require or coerce an employee to enter into any agreement ~~requiring~~ if the ~~non-disclosure of information related to~~ purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault ~~as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits.~~ An employee may request this type of agreement. An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement that contains a nondisclosure, nondisparagement, or no-rehire provision and, upon request, will be provided have at least seven (7) days to ~~change their mind~~ revoke any such agreement.

Voluntary Disclosure

A victim of workplace harassment may voluntarily disclose information regarding an incident of workplace harassment that involves the victim.

Additional Employee Support Services

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Legal services; and
- Counseling and Support Services and/or Employee Assistance Services.

RENAMED SECTION

- ~~Renamed to Harassment~~
- ~~Harassment, Discrimination and Retaliation Policy that was approved on December 17, 2019, was removed, and replaced with policy/verbiage suggested by SDAO~~
- ~~Sections Removed (these sections were removed as a sub-section, but remain in context)~~

- ~~o Equal Employment Opportunity~~
- ~~o Retaliation~~
- ~~o Sexual Harassment~~
- ~~o Harassment~~
- ~~o Internal Complaint~~

Employees should contact the Port Manager, the Director of Finance and Accounting, or another management representative for additional information about accessing these resources.

WORKPLACE PROFESSIONALISM

While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on the job to foster satisfactory working relationships.

The Port of Brookings Harbor defines unprofessionalism as ~~repeated or~~ one-time or repeated behavior, ~~which that~~ is inappropriate, and ~~which that~~ may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship. Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or while engaged in organizational operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that ~~The the~~ Port of Brookings Harbor will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We will consider the following examples as unprofessional, ~~however,~~ although this is not considered a comprehensive list. Any ~~actions action~~ that ~~create creates~~ the same or similar result will also be considered.

- ~~Making making inappropriate~~ comments on ~~Facebook, texting, misuse of social media or via text messaging or~~ other forms of ~~social media electronic communication~~;
- ~~Public public~~ humiliation in any form ;
- ~~Constant constant unwarranted~~ criticism on matters unrelated or minimally related to the person's performance or job description;
- ~~Spreading spreading~~ rumors and gossip regarding individuals;
- ~~Interfering interfering~~ with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job, when there is no legitimate business reason for doing so; or
- ~~Taking taking~~ credit for another person's work-related ideas ;

Any Port of Brookings Harbor employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our [anti-policy against discrimination, harassment policy, Prevention of Workplace Discrimination, Harassment, and Retaliation Policy approved and adopted on December 17, 2019, and retaliation](#). All reports will be investigated and addressed. Making [false/baseless bad-faith](#) or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

~~added section per SDAO recommendations~~

Notwithstanding the above, the Port of Brookings Harbor will not construe or apply this policy in a manner that improperly prevents employees from communicating with each other about wages, hours, or other terms and conditions of employment. This policy is not intended to restrict communications or actions protected or required by state or federal law.

DISPUTE RESOLUTION

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the organization has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues raised in good faith will be handled without prejudice or retaliation.

Reporting Issues Other ~~than~~ Than Harassment/Discrimination

If you believe you have experienced harassment, discrimination, or retaliation, you should report the matter immediately according to the reporting process outlined in our policy against discrimination, harassment, and retaliation. Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will generally follow-up ~~to~~ on your concern, in writing, within one week.

We realize there may be valid reasons to forego this initial step; in those circumstances (*i.e.*, a concern involves an immediate manager/supervisor), you may go directly to the next level of management or to the Port Manager for assistance.

~~Sections Remove (these sections were removed as a sub-section, but remain in context)~~

~~o—Appeal Process~~

EMPLOYMENT

It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or ~~in~~ utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, a physical or mental disability, or any other characteristic or status protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may, in our discretion, refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, ~~if such placement adversely affects supervision, safety, security, or morale.~~

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills ~~and~~. We may also transfer any employee who has an ~~illness~~injury or ~~disability~~impairment that requires modified duty without posting the position.

- ~~■ Section combines verbiage from 'Employment' and 'New Employee, Promotions, and Transfers'~~
- ~~■ Rewording per SDAO recommendations where highlighted~~
- ~~■ Renamed sub-sections~~
 - ~~● Reinstatement to Re-employment~~
 - ~~● Prior Service Credit to Credit for Prior Seniority~~
- ~~■ Introductory period changed from 90 day to 60 day~~
- ~~■ Full Time Classification definition changed from 40 hours per week to 30 to coincide with health insurance coverage requirements~~

New Employee Orientation

New employees are expected to attend a thorough orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

Introductory Period

As a new employee, you are hired on a 60-day introductory period. ~~—changed from 90 to 60—~~The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer. ~~—introductory period changed from 90 to 60 days~~

Your performance will be evaluated at the end of the introductory period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. ~~Movement~~Neither the introductory period nor movement to regular status ~~does not alter~~alters the at-will ~~condition~~status of your employment. At all times, including during the introductory period, your employment is at-will and may be terminated by the Port of Brookings Harbor or you, with or without reason and with or without prior notice. If your skills border on satisfactory, but fall ~~a little~~ short, the introductory period may be extended if there is reason to believe that your skills will improve within 30 days. This period may be extended only by approval of the Port Manager. The request for an extension won't be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, ~~it is unlikely that~~ your employment will not continue.

Promotions and Transfer Training Period

If you are promoted or transferred to a new position, you must also complete an introductory period of 60 days ~~—changed from 90 to 60~~ to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted. ~~—introductory period changed from 90 to 60 days~~

Re-employment

Reemployment

Employees who resign from the organization in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance

with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees. If an employee returns with inwithin 12 calendar months, their previous Sick Leavesick leave balance will be restored in full. ~~—added verbiage per SDAO recommendations~~

Credit for Prior Seniority

All rehires shall be considered new employees, except where federal or state law requires otherwise ~~e.g., the Employee Retirement Income Security Act rules which apply to pensions, where state law applies to health insurance benefit reinstatement~~ ~~—reworded per SDAO recommendations.~~

Employment Classifications

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time or part-time, temporary, or on-call as described below:

- Introductory^{*}: Newly hired, transferred, or promoted employees within the introductory period. New hires normally earn, but cannot use, benefits.
- Regular Full-time: An employee who is regularly scheduled to work 30 hours or more per week. ~~Classification~~ This classification is normally is eligible for benefits. ~~For health insurance coverage, 30 hours per week is considered full-time. —changed from 40 to 30 hours~~
- Regular Part-time: An employee who is regularly scheduled to work at least 20 but less than 30 hours per week. This classification is normally eligible for benefits, but on a pro-rata basis.
- Temporary^{*}: An employee who is hired for a specified period of time, usually no more than six ~~{6}~~ months. This classification is typically not eligible for benefits, except for those mandated by law.
- On-Call^{*}: An employee who does not have a set schedule and works only when called upon.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

- Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees ~~include managers, executives, supervisors, professional staff, outside sales representatives, owners, and others~~ are those who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

EMPLOYMENT RECORD KEEPING

Access to Personnel Files

The organization maintains ~~a~~ personnel ~~record~~records for each employee, and access to those records is restricted to authorized persons only. The records ~~contain~~may include applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies ~~or~~ employees performing human resources-related functions, and any management representative involved in a pending personnel action.

Your personnel file is available for review ~~{(except for any references and other~~ material exempt from disclosure under state law~~)}~~ by making advance arrangements with the Port Manager. We will provide access to or copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

Change in Personal Data

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Human Resources Manager.

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiary~~{(ies)}~~
- ~~Person to be notified in case of emergency~~Emergency contact information
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

A **Change in Personal Data** form is available for your use in reporting any changes in your personal information.

~~No changes or additions in Employment Record Keeping Section~~

EMPLOYMENT RELATIONS AND CONDUCT

ETHICS

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the ~~states Ethics~~ State's ethics laws found in ORS 244.

Misrepresentation

As an employee, you should consider how you represent the Port of Brookings Harbor in your transactions and interactions. You should be careful not to misrepresent the organization's policies, practices, procedures, or prices, or misrepresent your status and authority to enter into agreements. You should also avoid using the organization's name, likeness, facilities, assets, resources, or the authority of your position with the organization for personal gain or private interests.

Outside Employment

While employed at the Port of Brookings Harbor you may not engage in outside employment that conflicts with the nature of the organization's business, competes with the organization, conducts business with the organization, or otherwise interferes with your ability to perform according to established standards of performance and work rules. You also may not conduct business connected to outside employment during hours you are scheduled to work at the Port of Brookings Harbor or use company equipment for such purposes.

Off-Duty Conduct

Generally, we regard off-duty activities of employees to be their own personal matters. However, certain types of off-duty activities concern us because of the potentially negative impact on the organization's reputation within the communities we serve. Therefore, employees who engage in or are associated with illegal or otherwise harmful conduct that adversely affects the organization or its public image, or their own ability or credibility to carry out employment responsibilities, may be subject to corrective action, up to and including termination.

Solicitation and ~~Bulletin Boards~~ Distribution Policy

~~To make sure employees aren't disturbed or interrupted while on work duty, we have established the following no-solicitation policy:~~

~~Individuals who are not employed at the organization may not solicit our employees or distribute literature on organization property at any time.~~

~~If you wish to solicit or distribute literature to other employees by or on behalf of any individual, organization, club, or society, you may do so only during times when you are on a rest or lunch break. You may solicit or distribute literature only to those employees who are also on a rest or lunch break. The distribution of literature in work areas is prohibited at all times, but you may place it in established break areas or lunchrooms.~~

~~Obscene, profane, or inflammatory items and political advertisements or solicitations are strictly prohibited.~~

~~You may not solicit, expect, or accept contributions from vendors, clients, or anyone doing business with the organization.~~

~~You may not sell merchandise or collect funds of any kind without prior approval from the Port Manager.~~

The Port of Brookings Harbor has established rules to govern employee solicitation and distribution of written materials. The Port of Brookings Harbor has established rules to (1) maintain and promote safe and efficient operations, employee discipline, and an attractive clutter-free workplace and (2) minimize non-work-related activities that could interfere with customer satisfaction, product quality, and teamwork. This policy is not intended to restrict communications or actions protected or required by state or federal law.

We use our organization bulletin boards to keep you up-to-date and to post notices and information required by law. We also use them to announce activities and other items of interest to employees. We ask that you check the bulletin board regularly to obtain information that may be important to you. Bulletin boards are to be used only for posting or distributing notices or announcements of a business nature that apply equally and are of interest to all employees or are directly concerned with organization business.

Rules

Employees may not:

- solicit other employees during working time;
- distribute literature during working time;
- distribute literature at any time in working areas;
- use employer-owned property such as telephones, computers, smartphones, email systems, and intranets to solicit other employees;
- solicit, expect, or accept contributions from vendors, clients, or anyone doing business with the organization; or
- sell merchandise or collect funds of any kind without prior approval from the Port Manager.

Definitions

Solicitation includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, email systems, and intranets for any of the following purposes:

- offering anything for sale;
- asking for donations;
- collecting funds or pledges;
- seeking to promote, encourage, or discourage participation in or support for any organization, activity or event, or membership in any organization; or
- distributing or delivering membership cards or applications for any organization.

Distribution includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, emails, and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written, or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Working areas include areas controlled by the Port of Brookings Harbor where employees are performing work, excluding, for example, cafeterias, break rooms, and parking lots.

Discipline

Employees who violate any provision of this policy may be subject to discipline, up to and including termination of employment.

Public Officials

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization you became a ~~Public Official~~ public official.

Gifts

During a calendar year, a public official, a candidate, or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts

with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to ~~the~~ public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to ~~the~~ candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of \$50.

Use of Official Position or Office

A public official may not use or attempt to use their official position or office to obtain financial gain or ~~avoidance of~~ avoid financial detriment for ~~the public official~~ themselves, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office.

Except:

- ~~Any~~ any part of an official compensation package as determined by the public body that the public official serves.;
- ~~The~~ the receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).;
- ~~Reimbursement~~ reimbursement of expenses.;
- ~~An~~ an unsolicited award for professional achievement.;
- ~~Gifts~~ gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.;
- ~~Gifts~~ gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.;
- ~~The~~ the receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of "gift" in ORS 244.020 (Definitions).; or
- ~~Contributions~~ contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any

understanding that the vote, official action, or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person's employer, business partner, or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120.

Honoraria

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may solicit or receive ~~of~~ an honorarium or a certificate, plaque, commemorative token, or other item with a value of \$50 or less; or ~~receive~~ an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the public official or candidate.

Financial Interest in Public Contracts

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized. This prohibition applies only to public contracts that were authorized by (1) the person acting in the capacity of a public official or (2) a board, commission, council, bureau, committee, or other governing body of a public body of which the person was a member when the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State ~~Ethics~~ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards ~~will result in investigation and, depending on the outcome,~~may result in discipline up to and including separation.

- ~~Gifts...Gratuities/Gifts~~ **RENAMED SUBSECTION**
- ~~Removed Sections (these sections were removed as a sub section, but remain in context)~~

- ~~○ Conflict of Interest~~
- ~~○ Misrepresentation~~
- ~~● Added Sections....~~
- ~~○ Public Officials~~
- ~~○ Use of Official Position or Office~~
- ~~○ Honoraria~~
- ~~○ Financial Interest in Public Contracts~~



CONFIDENTIALITY

Organization and Customers

At ~~The~~the Port of Brookings Harbor, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers.

Employees must not disclose, either during or after employment with the Port of Brookings Harbor, any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from ~~The~~the Port of Brookings Harbor, except in the ordinary course of performing duties on behalf of ~~The~~the Port of Brookings Harbor. Additionally, the contents of organization records or information otherwise obtained in regard to business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to ~~items posted in a blog or website~~disclosures or any type, including posts on social media, blogs, or elsewhere on the internet. Employees are subject to appropriate corrective action; up to and including termination, for revealing confidential information.

Nothing in this Agreement has the purpose or effect of preventing an employee or prospective employee from disclosing or discussing conduct that constitutes discrimination prohibited by ORS 659A.030, including conduct that constitutes sexual assault, or that constitutes discrimination prohibited by ORS 659A.082 or 659A.112, if such conduct occurred: (1) between employees or between an employer and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the employer or (2) between an employer and an employee off the employment premises.

This policy is not intended, and should not be construed, to limit or prevent employees from exercising any rights under the National Labor Relations Act or equivalent state laws.

Employee Records

The Port of Brookings Harbor's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will ~~only~~generally actively collect only personal information that is ~~required~~related to ~~pursue~~ its business operations ~~and/or~~ to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, (which may include dependents' personal information), and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in a locked, separate ~~areas~~area and are not used by the organization in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in a locked, secured ~~areas~~area with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in company benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or ~~record~~ keeping~~record~~keeping needs.

Organization-assigned information, which may include organizational charts, department titles and staff charts, ~~Designated Positions~~designated positions, department budgets, company coding and recording systems, telephone directories, e-mail lists, and company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company retains the right to communicate and distribute such information ~~as it feels necessary~~ to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to Port Manager. ~~The~~ As appropriate, the Port Manager ~~has the responsibility to~~ will investigate the incident and take corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include, without limitation, the following:

- ~~Release~~release of partial employee birth dates *i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates.;
- ~~Personal~~personal telephone numbers or e-mail addresses may be distributed to supervisors/managers in order to facilitate company work schedules or business operations.;
- ~~Employee~~employee-identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.;
- ~~Employees~~employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically.;
- ~~Employee~~employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates; and
- release of any information required or authorized by law.

Should a security breach occur, ~~you~~ appropriate notifications will be ~~notified in writing~~ provided as soon as possible.

~~No changes or additions to Confidentiality Section~~

WORKPLACE RULES

The Port of Brookings Harbor believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. Generally, conduct that may be disruptive, unproductive, unethical, or illegal will not be tolerated. The following work rules are not all-inclusive, but serve as guidelines to demonstrate the work behaviors considered important to ~~The~~the Port of Brookings Harbor.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. The Port of Brookings Harbor records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by ~~The~~the Port of Brookings Harbor or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior ~~f~~(abusive language, harassment, personal business during work time, *etc.*) ~~h~~ will be condoned. This also applies to alcohol consumption when representing ~~The~~the Port of Brookings Harbor in a business or social capacity.
5. You are expected to maintain the confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, *etc.*) in accordance with the terms of the Port of Brookings Harbor's confidentiality policy.
6. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.
7. You are expected to avoid engaging in any of the following conduct: falsifying records, engaging in fraud, removing employer property from the premises without authorization, stealing or attempting to steal employer or employee property, being habitually tardy or absent, engaging in poor timekeeping, fighting on employer property at any time, being under the influence of illegal drugs on employer property at any time, being insubordinate, using or abusing employer time, property, materials, or equipment without authorization, gambling on employer premises at any time, sleeping on the job, using

offensive or profane language on company premises, bringing dangerous or unauthorized weapons onto employer premises, engaging in criminal activity, violating or abusing employer policies, neglecting job duties, or bringing the organization into serious disrepute.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. ~~If all employees do their best to meet both the spirit and intent of these guidelines, disciplinary issues will be minimal.~~ It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct ~~which~~that falls outside of the above guidelines ~~will~~may result in corrective action, up to and including termination. This policy is not intended to restrict communications or actions protected or required by state or federal law.

We also believe that all of our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal ~~Dispute Resolution Procedure~~dispute resolution procedure, which can be found on page 13 of this Handbook.

~~No changes or additions to Workplace Rules Section~~

WHISTLEBLOWER PROTECTIONS

The Port of Brookings Harbor encourages any employee with knowledge of an illegal or dishonest activity to report it to the Port Manager or designee. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from Port Manager.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee should immediately contact a direct supervisor or the Port Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may ~~have to~~ be disclosed to conduct a thorough investigation, to comply with the law, ~~and to provide accused individuals their due course~~ or to respond to complaints and reports, the privacy of the individual making the report will be protected to the extent possible. The Port of Brookings Harbor will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. ~~Any whistleblower who believes retaliation has occurred~~ If you believe you have been retaliated against in violation of this policy, you must ~~contact~~ report it to the Port Manager ~~immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.~~

~~All reports of illegal and dishonest activities will be promptly submitted to Port Manager who is responsible for investigating, the Director of Finance and Accounting, or another management representative. As appropriate, the Port of Brookings Harbor will investigate such reports and~~ coordinating ~~issue~~ corrective action.

~~No changes or additions to Whistleblower Protections Section~~

DRESS CODE

Employees contribute to the atmosphere and reputation of ~~The~~the Port of Brookings Harbor in the way they present themselves. A professional appearance is essential to a favorable impression with customers and coworkers. Good grooming and appropriate dress reflect employee pride and inspire confidence.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. A reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle.

Additionally, clothing, jewelry, and hair should not be ~~loose or dangle~~worn in such a way that creates any kind of safety hazard.

Body piercing jewelry and body art that does not convey a professional image should not be visible.

Management may make exceptions to the ~~Dress Code~~dress code for special occasions. An employee unsure of what is appropriate should check with the designated manager or supervisor.

Some departments may require specific guidelines. People who need to leave work to change clothes for meetings must utilize personal time or vacation time. If you are meeting clients, business dress is always appropriate. These policies may be changed as fashion trends in clothing for the business world change.

~~No changes or additions to Dress Code Section~~

COMMUNICATION AND SOFTWARE SYSTEMS

Electronic Communications Systems

The Port of Brookings Harbor provides electronic communication systems to maintain superior communications both within the organization and with customers and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and ~~support~~ comply with this policy. For further reference consult the IT ~~Security Policy~~ security policy adopted June 2021. ~~—added reference to adopted~~ This policy governs all IT resources and communications systems owned by or available at the Port of Brookings Harbor, and all use of such resources and systems when accessed using an employee's own resources.

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, ~~voice mail~~ voicemail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

~~The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization~~

All contents of the Port of Brookings Harbor's IT resources and communications systems are the property of the company. Therefore, employees should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the company's electronic information and communications systems.

You are expressly advised that to prevent against misuse, the Port of Brookings Harbor reserves and intends to exercise the right to ~~review, audit~~ monitor, intercept, ~~access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents~~ and review, without further notice ~~or other restrictions~~, every employee's activities using the company's IT resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your use of such resources and systems. Do not use the company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the company. Messages sent with or through these the organization's IT resources and communications systems remain are the property of the organization.

As an employee

Subject to the terms of the organization's confidentiality policy, you must not permit any proprietary or confidential information of ~~The~~the Port of Brookings Harbor to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the ~~Confidentiality Policy~~confidentiality policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any ~~questions~~question about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy ~~can~~may result in corrective action, up to and including termination.

Electronic Mail System

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. ~~E-mail~~Email messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to company systems must be disclosed to the organization's Port Manager.

Organization-owned Personal Computers

To protect the integrity of our systems, all software used on our computers must be registered with the Port Manager. Personal or downloaded software may only be installed after written authorization from that individual. A virus check of all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization of Port Manager.

Laptop Device Security

All staff that are issued laptops and other computer-related equipment will be given a copy of ~~The~~the Port of Brookings Harbor's computer-related equipment guidelines. These guidelines include security precautions and procedures as recommended by ~~The~~the Port of Brookings Harbor.

Laptops and other ~~applicable equipment will only be replaced by the~~ company ~~if the laptop and other-provided~~ equipment ~~were, including smart phones, tablets, and any similar device, should be~~ secured by two anti-theft devices ~~at to minimize the time they were stolen~~ risk of theft. For example, a computer camera stored in a locked cabinet within a locked office; a laptop locked in a safe in a locked motel room; a laptop secured in a locked drawer within a locked residence. ~~An exception applies for a laptop or equipment taken during an assault situation.~~

~~In other situations, a deductible will apply to lost or stolen laptops and computer equipment. Employees should always follow~~ If an employee does not secure company ~~guidelines in safeguarding-provided~~ equipment. ~~If an employee has followed these recommendations, the laptop with two anti-theft devices and other the equipment will be replaced. If the employee has not, however, the manager, has the option of paying the deductible or, for example, having the laptop replaced with a personal computer.~~ is stolen, management retains full discretion allowed under applicable law to decline to replace the equipment. Violations of this policy may also result in corrective action, up to and including termination.

Mobile Devices

Allowing Remote Wipe Provisions/Data Liability

If you are connected to the organization's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the organization retains the right to delete data and applications from any device that contains the organization's information. ***This right to delete such information may be exercised remotely or on-site if the organization determines such action is necessary*** warranted to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time. This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data (e.g., applications, information, photos) to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Mobile devices should be set to lock after every **[two [2], five [5], ten [10], or other designation]** minutes for security reasons. A PIN-based lockout is required, and the PIN for company-owned devices must be given to the **Information Technology** IT department. ~~Added verbiage per SDAO recommendations~~ Employees are not permitted to use, maintain, or access personal social media accounts on such devices.

~~Obviously, it is critical that any~~ Any loss or theft of a ~~mobile device, including laptops, or equipment that was provided by the company, or that contains company information, must be~~ immediately reported to Port Manager. ~~Security of these devices should always include two (2) levels (i.e., locked in a trunk if kept in a car; locked in a hotel safe, not left out in a hotel room; etc.) of safeguarding. Failure to ensure this minimum level of protection may leave an employee responsible for the cost of the device or loss of company-related information addressed in this policy, and further~~ corrective action, up to and including termination.

Use of Internet, Virtual Private Network, and Commercial Online Systems

Although ~~The~~the Port of Brookings Harbor recognizes that the Internet may have useful applications to our business, you may not engage in Internet use without prior written approval from ~~The~~the Port of Brookings Harbor and unless a specific business purpose requires such use. Absent such approval, you may not access the Internet using our computer systems at any time or for any reason.

Also, management approval is required before anyone can post any ~~information~~work-related information, or any information while on duty, on commercial online systems, the VPN, or the Internet. Any material not owned by ~~The~~the Port of Brookings Harbor that will be posted must have received all proper copyright and trademark permissions from its originators prior to approval. For newly generated material, an employee should obtain copyright and trademark designations, as appropriate, prior to posting any content; the posted content should include copyright and trademark notices. ~~Added verbiage per SDAO recommendations~~ Absent prior approval to act as our official representative from ~~The~~the Port of Brookings Harbor, you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of ~~The~~the Port of Brookings Harbor."

Notwithstanding the above, the Port of Brookings Harbor will not construe or apply this policy in a manner that improperly prevents team members from communicating with each other about wages, hours, or other terms and conditions of employment.

Social Media and Networking

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, Instagram, TikTok, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market ~~The~~the Port of Brookings Harbor products and share information; employees may also use these systems as a quick ~~communications~~communication and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary ~~as there are liabilities inherent in such use.~~

Only employees who have been authorized to post on social media sites on the Port of Brookings Harbor's behalf may use social media as part of their official duties. The Port of Brookings Harbor's confidentiality policy applies to the use of social media sites by employees while at work or otherwise using the organization's technology.

- Employees should understand and abide by all relevant company policies, such as the confidentiality policy and the policy against discrimination, harassment, and retaliation, and ensure that their personal social media activities and postings are consistent with these policies.
- Employees must not post confidential information about the Port of Brookings Harbor, its affiliates, employees, customers, or vendors and must adhere to all confidentiality requirements listed in the confidentiality policy and set forth under local, state and federal law.

- Employees should refrain from using social media while on work time or on company equipment, unless it is work-related, as authorized by their supervisor.
- Employees may not use company email addresses to register on social networks, blogs or other online tools utilized for personal use.
- Employees should never use or reference their formal position when writing in an unofficial capacity.

When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. The Port of Brookings Harbor wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized ~~for its~~to use ~~it~~ must abide by all applicable laws (including copyright) and ethical considerations.

Business Use

Employees may use social networking websites to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the organization. If an employee separates from ~~The~~the Port of Brookings Harbor, the organization has the right to assume control of this account.

~~—Business Use section combines Business Use, Personal Use and Business Relationship and Ownership of Social Media~~

Monitoring

While the organization does not routinely monitor social networking sites, other employers, organizations, and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

Protection

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system,

compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.

Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts ~~which~~that reveal your or others' travel plans or divulge other safety-sensitive ~~and~~or private information.

Prohibited Conduct

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols ~~will~~may lead to ~~further~~ corrective action, up to and including termination.

Telephone Usage

The Port of Brookings Harbor realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the organization, ~~will~~may result in corrective action, up to and including termination.

Voice Mail/Voicemail System

The ~~voice mail~~voicemail system at ~~The~~the Port of Brookings Harbor is the property of the organization and is provided for use in conducting ~~organization~~company business. All communications and information transmitted by, received from, or stored in this system are organization records and property of ~~The~~the Port of Brookings Harbor. The ~~voice mail~~voicemail system is to be used for business only; use of the system for personal purposes is prohibited. ~~You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. The Port of Brookings Harbor, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission.~~ You are not authorized to retrieve or listen to any ~~voice mail~~voicemail messages that are not sent to you. Any exception to this policy must ~~receive~~be provided in the form of prior written approval from your supervisor.

Cell Phones

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, ~~voice mail~~voicemail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The organization prohibits the use of cell phones while driving, except when hands-free accessories are used and all applicable laws are followed. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

~~[Optional:] Employees should not use handheld cell phones for business purposes while driving. Should an employee need to make a business call while driving, a lawfully designated area to park should be located and the individual should pull over to make the call. Employees may use hands-free cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather, unfamiliarity with area), the employee should locate an appropriate area to pull over to continue the call.~~

IT Security Policy

The Port of Brookings Harbor adopted the IT ~~Security Policy~~ security policy in June 2021. You are urged to consult this reference in addition to the above policy. ~~— added reference to adopted policy~~

~~Business Use under Social Media~~

- ~~○ Added Verbiage and Combined Sections~~
- ~~○ Renamed to 'Business Use'~~
- ~~○ Combines the sub-sections Business Use, Personal Use and Business Relationship and Ownership of Social Media~~

PERFORMANCE MANAGEMENT AND REVIEW

To establish a meaningful performance evaluation system upon which ~~The~~the Port of Brookings Harbor can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive regularly scheduled formal performance evaluations (at least annually).

The objectives of our performance management and formal appraisal process are to:

- ~~Ensure~~ensure that employees know their individual performance against established performance standards;
- ~~Determine~~determine how well the organization is doing in assisting employees with work performance and meeting goals;
- ~~Ensure~~ensure communication and two-way feedback;
- ~~Provide~~provide a consistent, objective, and fair method of making compensation decisions;
- ~~Provide~~provide a tool for career planning; and,
- ~~Provide~~provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- ~~Reasonable~~reasonable employee training;
- ~~Assigning~~assigning, directing, controlling, and reviewing employee work;
- ~~Assisting~~assisting employees in correcting deficiencies; and,
- ~~Objectively~~objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- ~~Inquire~~inquire about your performance periodically;
- ~~Accept~~accept additional responsibilities and show initiative;
- ~~Review~~review opportunities for advancement within the organization;

- ~~Ask~~ask for assistance in developing a goal-oriented path for advancement within the department or organization; and
- ~~Learn~~learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

~~No changes or additions to Performance Management and Review Section~~

CORRECTIVE ACTION

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of ~~The~~ Port of Brookings Harbor to ~~correct~~address performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance or conduct problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include **any** of the following:

- ~~Verbal~~verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file.;
- ~~Written~~written warning, which will be placed in your personnel file.;
- ~~Suspension~~suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.;
- ~~Demotion~~demotion, which will be documented in your personnel file.; or
- ~~Termination~~termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, may warrant more severe action, including termination of employment, on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense. ~~Reworded per SDAO recommendations~~

Counseling, verbal ~~warning~~warnings, and written warnings may be undertaken by a supervisor without prior approval from the Port Manager. However, the Port Manager must be informed by the ~~Supervisor~~supervisor of any such actions taken. Suspension with or without pay, demotion, and discharge require prior approval from the Port Manager before the action is taken. ~~Added verbiage per SDAO recommendations~~

~~Added and rewording per recommendations to Corrective Action Section~~



COMPENSATION

PAY ADMINISTRATION

The Port of Brookings Harbor values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved. *Added verbiage per SDAO recommendations*

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon bona fide factors such as your related to the position in question, which may include previous experience, and education, a seniority system, a merit system, a system that measures earnings by quantity or quality of production (including piece-rate work), workplace location, travel (if regular and necessary for the employee), and training.

Reworded per SDAO recommendations This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Pay Increases

It is ~~The~~the Port of Brookings Harbor 's policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award increases on an automatic basis. Recommended increases are not effective until approved by both the next level of management and Port Manager. *Reworded per SDAO recommendations*

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters. *Reworded per SDAO recommendations*

~~Added and rewording per recommendations to Pay Administration Section~~

PAY PRACTICES

Paydays

Pay periods cover two weeks, beginning on Monday and ending Sunday of the following week. You will be paid every two ~~(2)~~ weeks. ~~Paydays are,~~ generally ~~the~~ on Friday ~~following,~~ for the pay period. ~~The pay period~~ that ends on the previous Sunday. The Port of Brookings Harbor's workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. If a particular payday falls on a banking holiday, paychecks will be distributed on the Friday prior to the established payday. ~~If a payday falls on an~~ or organizational holiday, employees normally will be paid on the last business day before the holiday. If you will do not receive your check on the last workday prior to the holiday. ~~Added verbiage per SDAO recommendations~~ direct deposit or paycheck, notify the Port Manager or Director of Finance and Accounting immediately. Employees should review their paychecks and the wage statements for errors. If you find a possible error, report it to the Port Manager or Director of Finance and Accounting immediately.

Payroll Deductions

Certain mandatory and elective deductions ~~which~~ that are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

Pay Advances

Pay advances are not provided by the organization. Employees are encouraged to find other appropriate resources for any financial difficulties.

Delivery of Paychecks

Your paycheck will be hand-delivered to you each payday or put in your designated in-box, unless you elect direct deposit; paychecks will not be delivered to anyone else without your written request.

Method of Payment

A statement showing gross earnings, deductions, and net salary will accompany each paycheck (or notice of direct deposit). Employees have the choice between direct deposit and payment by check. A pay statement will be provided regardless of whether the employee is paid by check or direct deposit.

Employee Withholding Allowance Certificates (Form W-4)

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30th day from the submission date. We encourage employees to seek independent tax advice if they have questions about withholding amounts. ~~Reworded and added verbiage per SDAO recommendations~~

Time Records for Non-Exempt Employees

The time sheet is a record of time worked. It provides a ~~permanent~~ record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued an ADP 'badge number'. This number is specific to you and should be used to ~~clock in at the beginning~~ record your time. Employees should record on a daily basis all actual time worked, including the starting and stopping times of each work period workday, and clock out upon finishing that work period; this includes clocking in and out for lunch. all time away from work, including the starting and stopping times of unpaid meal periods leave, vacation days, and company holidays. Nonexempt employees are required to record all hours worked, including any hours worked outside of their normal schedule. Non-exempt employee pay is calculated from this record.

Time sheets should be reviewed carefully for completeness and accuracy as they will be used to calculate pay. Supervisors will review and initial time sheets each pay period. If an error needs to be corrected, the time sheet should be taken to the Port Manager or supervisor for appropriate action. All manual entries or corrections must be made, reviewed, and initialed by the supervisor or other appropriate management member. Time sheets should be reviewed, signed, and turned in at the end of the pay period. Your signature on the time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your time sheet. Willfully falsifying a time sheet will be grounds for corrective action, up to and including termination.

Falsifying time entries, including by working off the clock, is strictly prohibited. If you falsify your time entries or work off the clock, you will be subject to discipline, up to and including termination. Supervisors and managers are prohibited from falsifying your time entries or requiring or encouraging you to falsify your time entries or work off the clock. You should immediately report to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking, any supervisor or manager who falsifies your time entries or encourages or requires you to falsify your time entries or to work off the clock.

Time Records for Exempt Employees

Employees classified as exempt do not fill out time sheets and no deduction of pay will be made for hours worked fewer than eight ~~(8)~~ hours per day, unless authorized by law. However, because ~~The~~the Port of Brookings Harbor does have vacation and sick leave benefits programs, if you have earned time in these bank(s), you must use this time first (from whichever benefit applies) to cover any time off that is less than your normal workday, as permitted by law. Salary will not be reduced for absences of less than a full day, except as permitted by law, if the employee has no available accrued leave. Employees are not required to use accrued leave for absences occasioned by jury service. The Port of Brookings Harbor prohibits deductions from an exempt salaried employee's pay except as required or permitted by applicable law.

Dispute Resolution Process for Paycheck Errors

If you have any questions regarding your pay or feel a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking.

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Final Paycheck

While we request that you give us at least 10 working days' advance notice prior to departure when resigning or retiring from the organization, if you provide us with at least 48 hours' notice (excluding holidays and weekends) you will receive your final paycheck on the last day worked. If less notice is given, the final paycheck will be provided within five ~~business~~-days (excluding weekends and holidays) after your last day of employment, or on our next regularly scheduled payday, whichever occurs first. Final paychecks will include all wages earned and unpaid through the last workday, plus payment for any accrued and vested benefits that are due and payable at separation.

~~Reworded and added verbiage per recommendations to Pay Practices Section~~

HOURS OF WORK AND WORK SCHEDULES

Organization Hours

The general Port Office, RV Park Office, and Port Shop hours at ~~The~~the Port of Brookings Harbor are (8:00 a.m. to 5:00 p.m., Monday through Friday).

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager, based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours. The total hours in a normal workweek are 40, Monday through Sunday. If you are a non-exempt employee, you ~~should~~must not begin work before your ~~normal~~scheduled starting time or continue working beyond the ~~normal quitting~~scheduled stopping time without explicit advance approval from your supervisor.

Overtime

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times ~~(1.5)~~ the regular rate of pay for all hours worked in excess of 40 in a regular workweek, or as otherwise required by ~~state and federal laws.~~ Paid law. Overtime pay is based on hours actually worked. For example, hours attributable to paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to and including termination.

If you believe that you have not been compensated for all hours worked, including overtime pay you believe you are owed, you must immediately report your concerns to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking. Supervisors and managers are prohibited from requiring or encouraging nonexempt employees to underreport any overtime hours worked. You are obligated to immediately report to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking, any supervisor or manager who requires or encourages you to under-report your hours worked.

Meal and Rest Periods

Meal and rest periods will be provided for you according to any applicable state laws and regulations. Supervisors will review these and establish schedules.

All non-exempt employees are required to take the following breaks in a normal workday:

- Two 10-minute rest breaks. Employees are entitled to a break must take one paid 10-minute rest period of (up to 15) minutes permitted for each 4-hour work segment (e.g., each morning and each afternoon shift). Rest breaks are to be taken as near as possible to the midpoint of each work segment. For shifts longer than 8 hours, additional breaks may be required.
- One 30-minute meal break. Employees are entitled required to a lunch period of take one unpaid meal break lasting 30 minutes (up to one hour) for every 6-hour shift permitted) if the work period is six consecutive hours or more. The meal break is to be taken between the third and fifth hours worked.

Non-exempt employees only: Non-exempt employees Meal breaks and rest periods are intended to provide nonexempt employees an opportunity away from work. Nonexempt employees are relieved of all duties and are not permitted to perform any work through a during meal period breaks or rest periods unless there is prior approval from a supervisor, in an emergency situation or which may be granted on the rare occasion that my workload prohibits when exceptional and unanticipated circumstances prevent the employee from taking an hour lunch uninterrupted meal period, or if my lunch period is interrupted by work activity. In these situations, the entire meal period will be paid time. —*Reworded and added verbiage per SDAO recommendations* If an employee performs any work during a meal period, the employee must record the entire period as time worked on their time report.

Employees are expected to ensure that they take their required breaks during their shift. If they are unable to do so for any reason, they must notify their supervisor by the end of the work day. Employees who fail to take their meal breaks or rest breaks as required, or who take longer meal or rest breaks than permitted, may be subject to discipline, up to and including discharge.

Lactation

The Port of Brookings Harbor promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work during the workday.

Until their babies are older than 18 months old of age, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which that support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately. Such treatment is prohibited and will not be tolerated.

The Port of Brookings Harbor will provide a clean, private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with the Port Manager. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination. ~~Added Section per Oregon Statue ORS 653.077~~

Social and Recreational Activities

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

Inclement Weather and Emergency Closures

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that ~~The~~the Port of Brookings Harbor makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email from the Port Manager. A closure message will also be recorded on ~~The~~the Port of Brookings Harbor's general voice message line. It is the responsibility of each employee to check e-mail and call the voice message line (or other point of contact) for an update, if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via e-mail (or other method).

Exempt employees will be paid for all absences (full-day or partial day) related to emergency closures.

Non-exempt employees generally will not be paid for time away from work due to office closure; ~~however~~ unless the time qualifies for sick time. Additionally, with supervisory approval, available vacation may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two ~~(2)~~ hours, whichever is greater.

~~Added Section 'Lactation' and Reworded sections to Hours of Work and Work Schedules Section~~

TELEWORK OR TELECOMMUTE

~~Currently, both telework and telecommute are not options available at the Port of Brookings Harbor. ...Added Section~~

The Port of Brookings Harbor generally does not allow employees to telework or telecommute. If you think you may need a reasonable accommodation, please follow the request procedure outlined in the Workplace Accommodations policy.

EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT

The Port of Brookings Harbor will ~~pay~~reimburse employees for all actual and reasonable business-related expenses ~~you incur~~incurred while performing ~~your~~ job responsibilities, subject to the guidelines and procedures set forth in this policy. All such expenses must be pre-approved by ~~your~~the employee's supervisor before payment will be made.

Expense Reimbursement Procedure and Reports

Expense reimbursements will not be paid unless and/or until an expense report and all itemized receipts ~~are provided~~ or, if lost, a note with a description of the business activity and expense are provided to the accounting department. Expense reports ~~are~~and all supporting documentation is due to the Port Manager within five ~~(5)~~ days following the end of the month in which the expense is incurred.

The Port of Brookings Harbor will reimburse an employee for reimbursable expenses promptly following the date on which the employee submits a completed expense report that includes all required approvals and substantiating documentation, but in any event no later than December 31 of the calendar year following the calendar year in which the expense is incurred.

Mileage Reimbursement

While in the course and scope of duties on behalf of ~~The~~the Port of Brookings Harbor, employees, with their supervisor's approval, may use their vehicle for business purposes. While driving on behalf of ~~The Port of Brookings Harbor and in the course and scope of duties assigned, liability would accrue to The~~the Port of Brookings Harbor ~~for negligent actions. As such,~~ employees are ~~encouraged~~required to follow all law, rules of the road, and regulations and to drive courteously. Coverage provided by ~~The~~the Port of Brookings Harbor for damages to the employee's own vehicle is secondary to any other collectible coverage. Employees using a personal vehicle for business purposes should ensure that their automobile insurance covers business travel and are encouraged to have comprehensive and collision coverage on vehicles used for ~~The~~the Port of Brookings Harbor business.

When you use your own vehicle for organization business and with your supervisor's approval, you will be reimbursed for organization-related business travel at the current IRS determined rate per mile. However, the Port of Brookings Harbor will not reimburse employees for expenses not

necessary for business purposes, such as parking tickets, vehicle repairs and maintenance, fines for moving violations, and vehicle towing charges.

In order to ~~recover these costs~~ receive reimbursement for mileage expenses, an expense report must be completed and signed by you and dated by you, initialed by your supervisor, and submitted to the Accounting Department for processing according to policy. If you have questions about expense reports and mileage allowances, please ask your supervisor or Port Manager. ~~....~~ *Reworded per SDAO recommendations*

Overnight Travel and Meal Expense Reimbursement

If an employee is traveling overnight on a work-related activity, the employee may expense lodging in a reasonably-priced hotel, food, beverage, and any other incidental expenses that are reasonable, necessary, and business-related. Employees seeking reimbursement for lodging expenses must submit an itemized hotel receipt or statement that indicates that full payment has been made and contains the name and location of the hotel or other lodging; the date or dates of the employee's stay; and separately-stated charges for lodging, meals, telephone, and other expenses.

Meal Reimbursement Limits

~~[Organization Name]~~ The Port of Brookings Harbor will not reimburse more than the following amounts for any meal unless approved in advance by ~~[Designated Position]~~ Port Manager; these maximums are inclusive of gratuity.

Breakfast	<u>[amount example \$15.00]</u>
Lunch	<u>[amount example \$15.00]</u>
Dinner	<u>[amount example \$30.00]</u>

Employees must provide receipts or other appropriate substantiating documentation for each meal taken throughout the trip.

Exceeding ~~meal-reimbursement limits~~ Meal Reimbursement Limits

The Port of Brookings Harbor recognizes that there may be certain group meal functions at locations where a conference/training is held where exceeding the meal reimbursement limits may be acceptable. Such situations should be known in advance and prior approval must be obtained from your supervisor.

Alcoholic Beverages

The Port of Brookings Harbor will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

Transportation Expense Reimbursement

~~Transportation~~ Reasonable transportation costs may only be expensed upon prior approval from your supervisor. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental, and fuel for such rental.

Spouse/Guest Expense Reimbursement

The Port of Brookings Harbor will not pay for meals or entertainment of spouses/expenses incurred by or for an employee's spouse, guest, or significant others ~~other~~.

The Port of Brookings Harbor expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable. ~~OPTIONAL ADDITION??~~

- ~~○ Added Section 'Telework or Telecommute'~~
- ~~○ rewording to Employee Incurred Expenses and Reimbursement Section~~

Section 409A of the Internal Revenue Code

Reimbursements under this policy are intended to comply with Code Section 409A and applicable guidance issued thereunder or an exemption from the application of Section 409A.

Accordingly, all provisions of this policy shall be construed and administered in accordance with Section 409A. The amount of reimbursements provided under this policy in any calendar year shall not affect the amount of reimbursements provided during any other calendar year and the right to reimbursements hereunder cannot be liquidated or exchanged for any other benefit.

Notwithstanding any provision of this policy, the Port of Brookings Harbor shall not be liable to any employee for any taxes or penalties imposed under Section 409A on any reimbursements hereunder.

PAY EQUITY

The Port of Brookings Harbor strives to ensure all employees receive an equitable total compensation package based on a variety of job-related factors relating to their, including position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on The Port of Brookings Harbor's objective processes for evaluating an employee's work and one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or and any combination of those factors.

Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Port Manager to obtain clarification. ~~---Added Section~~ Employees will not be retaliated against or otherwise discriminated against for inquiring about pay equity in good faith, or because they have filed a complaint, testified, or may testify in an investigation or proceeding to enforce the Oregon pay equity requirements. If you believe you have been retaliated against or otherwise negatively impacted for any such activity, you must immediately report the matter to the Port Manager or any other management representative with whom you feel comfortable speaking.

~~Added Section~~

This policy will be interpreted and applied in accordance with the Oregon Pay Equity Act and its implementing regulations that may be adopted and amended from time to time.



BENEFITS

PURPOSE AND POLICY

The Port of Brookings Harbor strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in ~~the~~this Handbook or contained in the benefit policy/plan booklets.

Benefit Pro-ration and Employee Cost Sharing

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by ~~The~~the Port of Brookings Harbor. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

Benefit Design and Modification

The Port of Brookings Harbor ~~reserves~~has the right and the sole and exclusive discretion to design plan provisions and to add, eliminate, or otherwise modify the benefits ~~described in this Handbook or elsewhere in~~and their respective plan documents ~~when it is in the organization's best interest.~~ Such addition, elimination, or modification may occur at any time with or without notice, subject to applicable law. Consider that changes to benefits may occur at ~~management~~the Port of Brookings Harbor's discretion prior to making a ~~serious, long-term~~ decision based ~~solely~~ on current benefit offerings. *Reworded per SDAO recommendations*

Benefit Plan Documents

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of ~~a~~any conflict between these documents ~~and~~or this ~~policy~~Handbook and the actual terms of the applicable plan document, the terms of the applicable plan documents will govern. *—Added verbiage per SDAO recommendations* These official documents are available from the Port Manager for your review. We ask that you refer any questions about this information to the Port Manager.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

HEALTH INSURANCE BENEFIT

The Port of Brookings Harbor currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Port Manager.

Eligibility

This benefit is provided for all regular full-time employees. If otherwise eligible, you may begin to participate in the plan after you have completed 60 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 60 days of employment. Part-time, temporary, and on-call employees are generally not eligible to participate in the health insurance plan.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the Port Manager. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for enrolled employees.

Coverage for dependents of employees is also available; however, you are responsible for the full cost of the monthly premium associated with this coverage. See Port Manager for information.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. The Port of Brookings Harbor realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

Premium Cost

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. The Port of Brookings Harbor determines the payroll deduction schedule.

Termination of Coverage

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period of time under the continuation coverage provided for by state law. Eligibility can be lost if certain “qualifying events” occur that would otherwise cause your or a dependent’s group health coverage to terminate. Examples of qualifying events include termination of employment, a reduction in hours, death of the covered employee, divorce, entitlement to benefits under Medicare, and a qualified beneficiary losing dependent child status.

You, your spouse, and dependents may continue group health insurance for up to nine ~~(9)~~ months at your own expense if you were enrolled in the plan for at least three ~~(3)~~ months. However, continuation does not occur automatically. You must elect coverage within ~~thirty (30)~~ days, or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within ~~thirty (30)~~ days for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

Portability/Conversion of Health Plan

If you’ve been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

~~No changes or additions for Health Insurance Benefit section~~

DENTAL INSURANCE BENEFIT

The Port of Brookings Harbor provides a ~~Dental Insurance~~ dental insurance plan for employees.

Eligibility

Full-time employees regularly scheduled to work 30 ~~changed from 40 to coincide with Health Insurance Benefit~~ hours or more per week are eligible for dental insurance coverage on the first day of the month after 60 ~~changed from 90 to coincide with Health Insurance~~ days of employment. Part-time, temporary, and on-call employees are not eligible to participate in dental insurance.

Cost

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute toward monthly premiums.

Employees may enroll dependents in the dental care plan, but must pay all of the premium costs associated with this coverage, which will be ~~deducted~~ deducted from the employee's paycheck.

OTHER INSURANCE BENEFITS

Group Life Insurance

We provide group life insurance coverage for eligible employees. Full-time employees who are regularly scheduled to work 30 ~~changed from 40 to coincide with Health Insurance~~ hours per week or more become eligible for this coverage on the first day of the month after 60 ~~changed from 90 to coincide with Health Insurance~~ days of employment. The amount of insurance coverage is equal to your base annual salary with a \$50,000 maximum. ~~on the first day of the month after 60 days of employment pays the full premium.~~

Short-Term Disability

The Port of Brookings Harbor provides a ~~Group Short-Term Disability~~ group short-term disability plan. Full-time employees who are regularly scheduled to work 30 ~~changed from 40 to coincide with Health Insurance~~ hours or more per week become eligible for this plan on the first day of the month after 60 ~~changed from 90 to coincide with Health Insurance~~ days of employment. The Port of Brookings Harbor pays the full premium. ~~Entire section reworded per SDAO recommendations~~

Premium Only 125 Plan

The Port of Brookings Harbor provides a Premium Only 125 Plan that allows eligible employees to have any pay their share of elected group medical, or dental, or vision premium contributions deducted from their checks coverage on a pre-tax basis. Details will be provided to employees at the time in advance of eligibility 1st (first day of the month after 60 days of employment commences. Added section. The Port renews this plan annually).

~~Dental and Other Insurance Benefit~~

- ~~○ rewording changes~~
- ~~○ added verbiage~~
- ~~○ definition of full-time ... 40 hours to 30 hours~~
- ~~○ probation period ... 90 days to 60 days~~

VACATION BENEFIT

All full-time employees are eligible for vacation based on the schedule below. All accruals begin ~~begins~~ on the first day of regular employment, but employees are not eligible to use ~~Vacation~~ vacation time ~~unit~~ until the introductory period of 60 ~~changed from 90~~ days has been successfully completed. The accrual is based on the first day of regular employment and continuing with the anniversary date of employment.

You will earn vacation benefits according to the following schedule:

<u>Length of Employment</u>	<u>Hours Accumulated</u>	<u>Accrual Rate</u>
Accrued/Earned through 1st <u>First year</u>	120 hours	<u>3.077 hours/per 80 hours worked</u>
Accrued/Earned during 1st through 2nd years	120 hours	
<u>Second year</u>	<u>4.616 hours/per 80 hours worked</u>	
Following 2nd anniversary/ <u>Third and fourth year</u>	+60 <u>6.154 hours/per 80 hours worked</u>	
Following 5th anniversary/year	200 <u>7.693 hours</u>	<u>Fifth year and beyond</u>

~~We provide vacation and personal time so you can enjoy periods of time away from work.~~ /per 80 hours worked

Eligible ~~Employees~~ employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made via ADP Employee Access or made in writing and submitted to your supervisor. ~~Added verbiage~~ However, requests ~~may be~~ may be denied if management is unable to have the employee's requested time off covered. If more than one employee in a department asks for the same time off and gives the required advance notice, length of service within the department will be considered in granting the requests. In all cases, management retains the maximum discretion allowed by law to decide whether to grant requests for time off.

All ~~Vacation~~ vacation will be paid at the employee's regular rate of base pay, including applicable shift differentials.

Eligible employees may accumulate unused
For purposes of this policy, an employee's vacation leave until years is based on the employee has
accrued a total of one hundred (100) hours based on Date of Hire Anniversary. Eligible employees carry over a
maximum of 100 hours based on Date of Hire Anniversary. If accrued and unused vacation time
from one leave year to the next. An employee's benefits reach this maximum at the end of the Date
of Hire Anniversary, employees with remaining vacation hours who has more than 100 hours of

accrued and unused vacation time at the end of their leave year may exercise any of the following options: ~~combination of paragraphs and reworded for clarification~~

- ~~Have remaining~~ Carry over hours transferred to the next leave year's earned vacation leave bank, not to exceed one hundred (100) hours. ~~Reworded for clarification~~
- Cash out hours at 100% percent of face value.

The election of these option ~~(s should)~~ must take place in one month prior to Date the end of Hire Anniversary, review the employee's leave year. Review your vacation balance at before that time. After review, let inform the Port Manager ~~aware~~ of the option ~~(s)~~ you have chosen. This review of unused vacation hours is the employee's responsibility. Any unused vacation hours exceeding one hundred (100) hours on Date at the end of Hire Anniversary the employee's year will be automatically forfeited; only one hundred (100) hours may be carried over. ~~Reworded for clarification... added the responsibility of reviewing and acting to the employee~~

Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

SICK LEAVE BENEFIT

The Port of Brookings Harbor provides paid sick leave to all employees in accordance with state law the Oregon paid sick leave law, which this policy is intended to comply with and will be interpreted in accordance with. For any questions about sick leave, please contact the Port Manager.

Sick leave may be used for any reason allowed under the Oregon paid sick leave law, including:

- An employee's absence resulting from:
 - the employee's mental or physical illness, injury, or health condition;
 - ~~For an~~ the employee's own illness, injury, or health condition, including time off need for medical diagnosis, care, or treatment, and preventive care of a mental or physical illness, injury, or health condition; or
 - the employee's need to obtain preventative health care.
- An absence to allow an employee:
 - ~~To~~ provide care for a family member with an a mental or physical illness, injury, or health condition, ~~including time off;~~
 - to provide care for a family member who needs medical diagnosis, care, or treatment, and preventive of a mental or physical illness, injury, or health condition; or

- to provide care (“for a family member” has the same definition as under the Oregon Family Leave Act (OFLA), and thus includes spouses, parents, parents-in-law, children, grandparents, and grandchildren); who needs preventative health care.
- For any purposes allowed under OFLA, such as including serious health condition leave, bereavement leave, caring for a newborn child or newly adopted/foster child parental leave, or sick child leave, regardless of whether the employee is eligible for OFLA leave and regardless of whether the company is a “covered employer” under OFLA;
- For any purpose allowed under Oregon’s domestic violence, harassment, sexual assault, or stalking law; as described in ORS 659A.272.
- In the event of a public health emergency, including ~~upon an order of a general or specific health emergency, or when:~~
 - Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
 - A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
 - The exclusion of the employee from the workplace under any law or rule that requires the employer ~~excludes~~ to exclude the employee from the workplace ~~by law or rule~~ for health reasons
- ~~Sick time may be used for an employee’s own serious or non-serious illness, for preventative care appointments, or to care for an immediate family member with an illness.~~

The Port of Brookings Harbor does allow employees to donate sick time to other employees ~~in need.~~ *Added section per Oregon Statute ORS 839-007.*

Consistent with state law, for purposes of sick leave, “family member” includes an employee’s spouse, same-gender domestic partner, or registered domestic partner; former spouse or domestic partner; custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s same-gender domestic partner, de facto parent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; an employee’s grandparent or grandchild; a sibling; or a person with whom the employee is or was in a relationship of in loco parentis. “Family member” also includes a biological, adopted, foster child, or stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; of an employee, or the child of an employee’s same-gender domestic partner.

Eligibility and Accumulation

All ~~regular~~ employees are eligible ~~for Sick Leave~~ to use sick leave as soon as the employee becomes eligible (60 ~~changed from 90~~ days after hire date) based on the following:

- ~~Full-Time Employees with One Year Of Employment~~ time employees who have completed one year of employment:

Employees with one year of employment and that are regularly scheduled to work 30 or more hours a week will be assigned and made available 40 hours of ~~Sick Leave Benefits~~ sick leave benefits at the beginning of each year.

- ~~Full-Time Employees Employed for Less Than a Full Year:~~ Full-time employees employed for less than a full year:

New regular full-time employees will receive sick leave on a pro rata basis equal to the percentage of the calendar year left at date of hire.

For full-time employees employed for less than a full year, the number of hours of ~~Sick Leave Benefits~~ sick leave benefits will be assigned on pro rata basis equal to the percentage of the ~~hours to which the employee would be entitled for an entire year based on the number of hours the employee was actually employed for the year~~ calendar year left at date of hire. For example, if an employee starts work on July 1, their sick leave balance will be front-loaded with one-half of the annual 40 hours of paid sick leave, or 20 sick leave hours. As soon as the employee becomes eligible (60 ~~changed from 90~~ days after hire date), these hours ~~would~~ will be made available. ~~Sick time may be used as it is accrued moving forward for use.~~ On the first day of the immediately subsequent year, the new employee will be assigned and made available 40 hours of ~~Sick Leave Benefits~~ sick leave benefits at the beginning of each year.

- ~~Part-Time Employees~~ time employees:

Employees that are regularly scheduled to work less than 30 hours a week will accumulate ~~Sick Leave Benefits~~ sick leave benefits at the rate of 1 hour per 30 hours ~~an~~ worked. As soon as the employee ~~works~~ becomes eligible (60 days after hire date), these hours will be made available for use. Sick time may be used as it is accrued moving forward.

All ~~Sick Leave Times~~ sick leave time will be paid at the employee's regular rate of base pay, including applicable shift differentials.

Full-time employees that are regularly scheduled to work 30 ~~changed from 40~~ or more hours a week may accumulate unused ~~Sick Leave Times~~ sick leave time until the employee has accrued a total of 720 hours' worth of ~~Sick Leave Benefits~~ sick leave benefits. If the employee's benefits reach this maximum, further accrual ~~Sick Leave Benefits~~ sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Part-time employees that are regularly scheduled to work less than 30 hours a week may accumulate unused ~~Sick Leave Times~~ sick leave time until the employee has accrued a total of 80 hours' worth of ~~Sick Leave Benefits~~ sick leave benefits. If the employee's benefits reach this maximum, further accrual ~~Sick Leave Benefits~~ sick leave benefits will be suspended until the employee has reduced the balance below the limit.

No payment will be made for any unused or accrued ~~Sick Leaves~~sick leave hours upon separation.

~~Vacation Benefit changes~~

- ~~○ rewording changes~~
- ~~○ added verbiage~~
- ~~○ definition of full time ... 40 hours to 30 hours~~
- ~~○ probation period ... 90 days to 60 days~~

~~Sick Leave Benefit changes~~

- ~~○ rewording changes~~
- ~~○ added verbiage~~
- ~~○ definition of full time ... 40 hours to 30 hours~~
- ~~○ probation period ... 90 days to 60 days~~

Retaliation Prohibited

An employee may not be discriminated or retaliated against for lawful exercise of paid sick leave rights. Employees will not be disciplined for lawful use of paid sick leave. If an employee in good faith believes that he or she has been discriminated or retaliated against under this policy or applicable law, the employee must immediately report the matter to the Port Manager or any other management representative with whom you feel comfortable speaking. Any employee who discriminates or retaliates against another employee for his or her lawful exercise of paid sick leave rights, may be subject to disciplinary action, up to and including termination of employment.

PAID HOLIDAY BENEFIT

The Port of Brookings Harbor observes the following holidays each year and our offices are officially closed on these days:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth ~~added Federal & State holiday—Emancipation Day~~
Governor Kate Brown signed HB 2168 in June 2021 making June 19th an official state holiday. Oregon will celebrate Juneteenth as an official state holiday on June 19, 2022.
Independence Day
Labor Day
Veterans Day (Nov. 11)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees will receive a schedule each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at management's discretion.

Eligibility

Full-time employees regularly scheduled to work 30 ~~changed from 40~~ hours or more per week will be paid for the above holidays. Part-time employees regularly scheduled to work between 20 and 30 hours will receive a prorated amount of paid time based on their regularly scheduled time. For instance, a part-time employee working regularly scheduled to work 20 hours per week would receive ~~four~~ 4 hours of holiday pay because 50% percent of a full-time schedule is worked.

~~Paid Holidays changes~~

- ~~○ Added Juneteenth Holiday *Emancipation Day*
Governor Kate Brown signed HB 2168 in June 2021 making June 19th an official state holiday. Oregon will celebrate Juneteenth as an official state holiday on June 19, 2022.~~
- ~~○ definition of full-time ... 40 hours to 30 hours~~

VETERANS DAY HOLIDAY

Eligible employees have the option of taking Veterans Day off by requesting it as a holiday during any year it falls on a scheduled work day. This time will be paid as described in [the Paid Holiday Benefit](#) ~~page 53~~ [section](#) of this ~~handbook~~ [Handbook](#).

Establishing Eligibility

Employees are eligible if they fall within specific parameters outlined by law. Generally, an individual ~~must have been deployed for at least one (1) day~~ [is eligible if he](#) or ~~must have~~ [she has](#) served on active duty ~~with the Armed Forces~~ for at least 178 [consecutive](#) days and received an honorable discharge, ~~if no longer a member of the military~~ [and/or received a disability rating, and/or was in a combat zone during active duty of any length.](#) Please inquire about additional qualifying circumstances. We may request that you provide documents establishing your eligibility.

Request Procedure

You must notify your manager or supervisor of your request at least 21 calendar days prior to the holiday. Your manager or supervisor will respond to your request no less than 14 calendar days prior to the holiday.

Employer Response

Due to situations where providing time off would create a significant economic or operational disruption, or undue hardship would occur, the decision may be made not to allow anyone to take the day off or to allow [the day off for](#) only the minimum amount of employees ~~to avoid such a situation.~~ If a veteran does not receive time off for Veterans Day, the employee may choose, [with supervisory approval,](#) a single day off within the ~~same year~~ [with supervisory approval](#) ~~Added section per Oregon Statute ORS 408.495~~ [after the Veterans Day on which the employee worked as a replacement for Veterans Day to honor the employee's service.](#)

~~Added section per Oregon Statute ORS 408.495~~

OTHER BENEFITS

Simplified Employee Pension (SEP) IRA Plan

~~A full-time~~ An employee ~~who is regularly scheduled to work (30) changed from 40 hours or more per week~~ is eligible to participate in the Simplified Employee Pension IRA plan, ~~after they have completed six months of full-time employment with Port of Brookings Harbor~~ if he or she is an eligible employee under the terms of the plan.

~~An~~ In general, an eligible employee is an individual who meets all the following requirements:

- ~~Minimum~~ minimum of 21 years of age
- ~~Been~~ been employed with Port of Brookings Harbor in at least one of the last five years ~~and has met the minimum eligibility requirement of six months of employment in a full-time employment status~~
- ~~Received~~ received at least \$~~600~~ 650 in compensation from the employer during the year (in 2021 and 2022)

Contributions to the SEP-IRA are fully funded by the Port of Brookings Harbor through the designated financial institution. The Port of Brookings Harbor reserves the right to change the designated financial institution used for the SEP-IRA at any time, without notice.

~~Contributions~~ Contribution limits may vary from year to year. See the Port Manager for current maximum limits.

All eligible employees receive 10% percent of their salary (subject to an annual compensation limit), funded by Port of Brookings Harbor, ~~after six months of full-time employment. The funding is not retroactive to first day of employment.~~ You will be provided more detailed information upon eligibility.

Paid Holidays changes

- ~~Added Juneteenth Holiday~~
- ~~definition of full-time ... 40 hours to 30 hours~~

LEAVES OF ABSENCE

LEAVE OF ABSENCE POLICY

We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave	Disability <u>and Pregnancy Accommodation</u> Leave [Non-FMLA]
Civic Duty	Military Leave Leave to Donate Bone Marrow
Personal Leave	Crime Victims' Leave Domestic Violence Leave
<u>Any other leave protected by law</u>	

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Port Manager.

~~NO CHANGES OR ADDITIONS TO Leave of Absence Policy Section~~

BEREAVEMENT LEAVE

You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent/Parent-in-law
- Grandparent/Grandchild
- Sibling/Sibling-in-law
- Another Person of “In Loco Parentis” Relation *...definition of “In Loco Parentis”- in the place of a parent*
- Any other relative residing in the same house or person acting in the capacity of an immediate family member.

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the funeral or alternative of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member. *—added verbiage per SDAO recommendations*

Length of Leave

The length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need. At a minimum, you are allowed to take up to ~~(three)~~ consecutive regularly scheduled working days away from work for a bereavement leave for immediate family members. If you need additional time off for any bereavement purpose, you may ask your supervisor’s approval, or you may use earned vacation pay or apply for an unpaid personal leave of absence.

Request Procedure

You are expected to give ~~us~~ as much notice as possible of the need for time-off so that ~~we can make~~ arrangements can be made to cover your absence. You are required to at least provide oral notice within 24 hours of taking leave, but someone else can do this on your behalf, if necessary. You must provide written notice of the request for time off within no later than three ~~(3)~~ days of after returning to work.

—added and reworded verbiage

Pay While on Leave

You will continue to receive regular pay (based on straight-time work hours missed up to eight ~~(8)~~ hours a day) for up to three ~~(3)~~ days, which is the maximum company-paid absence allowed for bereavement leave under this policy.

Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our personal leave policy [and the applicable benefit plan](#).

~~○ Added eligible death "In Loco Parentis"~~
~~○ Added verbiage~~

CIVIC DUTY LEAVE

Jury or Witness Duty Leave

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause an undue hardship to you or the organization, we may instead request, with your agreement, that jury duty be postponed. ~~You~~ [You are not required to use accrued leave for time spent in responding to a summons for jury duty. You are allowed to take leave without pay for time spent by the employee in responding to a summons for jury duty. Or you](#) may choose to use your accrued paid vacation ~~or sick time~~ available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five ~~(5)~~ days after you received it.

Pay While on Leave

You will be compensated for the difference between the civic pay received and your regular rate of pay for up to two weeks if you are a non-exempt employee; after that period, you may utilize [accrued](#) paid time off if desired. For exempt employees, any partial day or partial week worked will be paid in full; employees are required to remit any jury fees received in connection with their service.

Status of Benefits

Benefits are not affected by jury or witness duty leaves.

Voting Leave

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

Request Procedure

You must notify your manager or supervisor before ~~Election Day~~election day if you are unable to vote before or after work and provide a valid reason why voting during those hours is not possible.

Pay While on Leave

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation or personal time that you can use for that purpose.

~~No changes or additions to Civic Duty Leave Section~~

CRIME VICTIMS' LEAVE

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony ~~or an employee is a victim of harassment, under the public offenses statutes~~, you may be entitled to take protected leave from work to attend criminal proceedings.

Safety Measures

~~The company will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.~~

Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

Length of Leave

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, ~~we will~~ you may notify the prosecuting attorney in the criminal proceeding, who is required ~~by law~~ to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

Request Procedure

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave, and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave ~~(may/are required to)~~ use any accrued paid (vacation/sick/personal) time available to them. Exempt employees working partial days or partial weeks will be paid in full for the entire day or week; ~~although accrued.~~ Accrued paid time ~~(must be/off may be)~~ used first.

Status of Benefits

Benefits are not affected by crime victims' leave.

~~No changes or additions to Crime Victims' Leave Section~~

DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic violence, harassment ~~under the public offenses statutes~~, sexual assault, or stalking, or is the parent or ~~whose guardian of a~~ minor child or dependent who is a victim of domestic violence, harassment, sexual assault, or stalking, may be entitled to take unpaid protected leave from work.

Eligibility

All Port of Brookings Harbor employees are eligible to take domestic violence leave.

Types of Services/Treatment

~~An employee may take leave to~~

Reasons for Leave

Reasons for taking leave under this policy include the employee's (or the employee's minor child's or dependent's) need to:

- seek legal or law enforcement assistance, ~~to~~ or remedies including involvement in a judicial action or proceeding;
- secure medical treatment, for or time off to ~~obtain~~ recover from injuries;
- seek counseling ~~or~~ from a licensed mental health professional;
- obtain services from a victim services, ~~to~~ provider; or
- relocate, or to take ~~other reasonable~~ steps to ~~ensure one's own health and well-being or that of a child or legal dependent~~ secure an existing home.

Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

Request Procedure

An employee accessing this leave provision needs to ~~request time off from~~ provide reasonable advance notice to a manager or supervisor ~~as much in advance as possible to aid in scheduling of the employee's intention to take leave under the policy, unless giving advance notice is not feasible~~. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

Safety Measures

~~The Company will provide reasonable safety measures, if you~~ Employees who are the ~~victim~~ victims of domestic violence, harassment, sexual assault, or stalking may be entitled to a “reasonable safety accommodation” that will allow the employee to more safely continue to work, unless such an accommodation would impose an undue hardship on the organization.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave ~~(may/are required to)~~ use any accrued paid (vacation/sick/personal) time available to them. Exempt employees working partial days or partial weeks will be paid in full for the entire day or week, ~~although accrued.~~ Accrued paid time ~~(must be/off~~ may be) used first.

Status of Benefits

Benefits are not affected by domestic violence leave.

~~No changes or additions to Domestic Violence Leave Section~~

FAMILY AND MEDICAL LEAVE (FMLA & OFLA)

The Due to the Port of Brooking Harbor's size (below 25 employees), the organization is not covered by the Federal Family and Medical Leave Act applies to all government employers. However, due to our size, below 50 employees, employees or the Oregon Family Leave Act. Employees are therefore not eligible for this either type of leave type. Notice will be provided to employees if this eligibility changes. *Added section even though Port employees are not eligible for this benefit*

~~Added Section~~

LEAVE TO DONATE BONE MARROW

Eligibility

Employees working an average of 20 or more hours per week are eligible for this leave.

Length of Leave

An employee may ~~use up to 40 hours~~ take accrued paid leave to undergo a medical procedure to donate bone marrow. Such leave shall not exceed the amount of accrued leave ~~which may be taken as paid or unpaid time~~ or 40 work hours, whichever is less. In extenuating circumstances, approval to take more time off (paid or unpaid) may be granted by a supervisor or manager.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification of the purpose and length of leave requested for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

Status of Benefits

Benefits are not affected by this leave.

~~No changes or additions to Leave to Donate Bone Marrow Section~~

PERSONAL LEAVE OF ABSENCE

Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that do not fall under the guidelines of ~~the Family and Medical Leave Policy or~~ any other leave policy. A personal leave of absence is granted at our discretion and is normally granted to protect the length of service and benefit rights of an employee whose service might otherwise be terminated.

Eligibility

You become eligible for a personal leave of absence after ~~twelve (12)~~ months of service; ~~all~~. All earned paid leave must be exhausted first. If you want to take a personal leave of absence, you must make arrangements with your supervisor.

Length of Leave

~~The leave may be requested for any time over thirty (30) consecutive days.~~ A personal leave of absence starts on the first regular workday following the last day worked. The maximum leave allowed under this policy is ~~(60 days)~~.

Request Procedure

A written request, using the Leave of Absence Request Form, should be submitted at least one-week (five working days) before ~~time off that~~ personal leave will ~~exceed thirty (30) days~~ begin, except in emergencies. Leave requests must include an expected date of return. If you do not return after three ~~(3)~~ days of that date and no extension has been requested, we'll assume you have resigned.

Pay While on Leave

Personal leaves of absence are without pay.

Status of Benefits

Insurance coverage will **not** be maintained for you while on a personal leave of absence of more than 30 days; leaves longer than 30 days may require continuation of benefits through state continuation provisions or COBRA. You may continue insurance coverage by paying the full premium by the first of each month. Benefits do not accrue during this type of leave of absence, but are instead retained at the same level.

Reinstatement

The organization will attempt to ~~arrange employment for~~ reinstate individuals returning from a personal leave of absence, but no guarantees are made. While you are on a personal leave of absence, you are required to check in with your supervisor on a regular basis to inform us of your status and to notify us of any change in personal data. You may be required to present a doctor's release before being reinstated if the leave was medically-related. ~~—added verbiage~~

~~Add verbiage to Personal Leave of Absence Section~~

UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to and should be interpreted consistent with the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

Eligibility

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

- 1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period.

You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by ~~The~~the Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or longer: You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by ~~The~~the Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, ~~The~~the Port of Brookings Harbor will request that you provide documentation to verify your rights to re-employment, including your separation papers.

~~Time limits for applications for re-employment are extended for~~ Veterans who have suffered a service-connected injury or illness and are hospitalized or convalescing have up to two years for disabled veterans, unless extenuating following completion of military service to return to their jobs or apply for reemployment, depending on the length of recovery time required. If an employee is unable to comply with the reporting schedule in this policy through no fault of their own or if they are injured or recovering from an injury and need an accommodation for specific circumstances beyond ~~a veteran's~~their control ~~may warrant another minimal extension beyond that period.~~ they should speak with the Port Manager as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

~~—added verbiage per Uniformed Services Employment and Re-employment Rights Act and applicable state regulations~~

~~Add verbiage to Uniformed Services Leave and Re-Employment Section~~

OREGON PUBLIC EMPLOYEE TEMPORARY ACTIVE DUTY LEAVE

Employees who have worked for the Port of Brookings Harbor for six months are entitled to military service leave with pay not to exceed 15 calendar days in any one training year for annual active duty for training as a member of the National Guard, National Guard Reserves, or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.

A “training year” means the federal fiscal year (October 1 through September 30) for any unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other pay, rights, or benefits, provided the employee receives bona fide orders to training duty for a temporary period and provided they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.

OREGON MILITARY FAMILY LEAVE

Due to the size of the Port of Brookings Harbor, (below 25 employees), **employees** the organization is not covered by the Oregon Military Family Leave Act. Employees are therefore not eligible for this leave type. Notice will be provided to employees if this eligibility changes. ~~Added section even though Port employees are not eligible for this benefit~~

~~Added Section~~

HEALTH AND SAFETY

EMPLOYEE HEALTH AND SAFETY

The Port of Brookings Harbor is committed ~~and legally responsible to provide~~ to providing our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards. For further reference, ~~The~~ the Port of Brookings Harbor adopted the ~~Health~~ health and ~~Safety Policy~~ safety policy in 2019.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all mandatory training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you ~~and could subject The Port of Brookings Harbor to fines and penalties~~. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules ~~and regulations will~~ may be issued or modified from time-to-time and will be effective immediately upon communication. Rules ~~and regulations~~ will be distributed to you and posted on the employee bulletin board.

If ~~an~~ a workplace injury or illness ~~...added verbiage~~ occurs you are required to:

1. ~~Take~~ take remedial first aid actions; seek emergency care if necessary.;
2. ~~Report~~ report the injury or illness as soon as possible.;
3. ~~Fill~~ fill out the report form and workers' compensation form. ~~;~~ and
- ~~4. Provide your supervisor with a medical release from a doctor.~~
4. ~~5. Review~~ review the incident with our Safety/Security & Environmental Coordinator ~~...added contact information.~~

Early Return to Work Program

Our Return- to- Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. ~~...added verbiage~~ The program

is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return to Work program consists of a team effort by supervisors, employees, and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

~~A return to work from non-work related injuries or illness may be covered in the Leave section.~~

Smoking in the Workplace

The Port of Brookings Harbor is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

Employee Right to Know/Hazard Communication Program

~~6-~~ The Port of Brookings Harbor provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or our Safety/Security & Environmental Coordinator. ~~...~~ *added contact information*

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

Container Labeling

~~7-~~ The Operation Lead or the Safety/Security & Environmental Coordinator ~~...~~ *added contact information* will verify that all containers received for use will:

- ~~Be~~be clearly labeled as to the contents with a product identifier. ~~;~~
- ~~Note~~note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information ~~...~~ *added verbiage*; and
- ~~List~~list the manufacturer/supplier name, address, and emergency phone number. ~~...~~ *added verbiage*

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Operation Lead or the Safety/Security & Environmental Coordinator. ~~...added contact information~~

Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of ~~this~~the organization may be exposed to will be kept in the Port Office and/or Port Shop ~~...added location~~. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately contact the Operation Lead or the Safety/Security & Environmental Coordinator ~~...added contact information~~ before using the chemical or the machine containing it.

Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:

- ~~Anan~~Anan overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- ~~Chemicals~~chemicals present in your workplace operations;
- ~~Location~~location and availability of our written hazard communication program;
- ~~Physical~~physical and health effects of the hazardous chemicals;
- ~~Methods~~methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and;
- ~~How~~how to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Operation Lead or the Safety/Security & Environmental Coordinator ~~...added contact information~~ is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

- ~~○ Employee Health and Safety leads the Health and Safety Section~~
- ~~○ Added contact information~~

~~***Substance and Alcohol... renamed from Drugs and Alcohol***~~

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, ~~the~~the Port of Brookings Harbor has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- ~~Manufacturing~~manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana); and
- ~~Reporting~~reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you are to contact your immediate supervisor or Port Manager before returning work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this or any other policy. If you need assistance in seeking this help, you may talk to the Port Manager. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as ~~an articulable belief based on specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an~~ facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances that can constitute a basis for determining “reasonable cause” may include, but are not limited to:

- a pattern of abnormal or erratic behavior, ~~or speech of the employee, or as being involved in;~~
- information provided by a reliable and credible source;
- direct observation of drug or alcohol use;
- presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- unexplained significant deterioration in individual job performance;
- unexplained or suspicious absenteeism or tardiness;

- employee admissions regarding drug or alcohol use;
- unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity; and
- causing or contributing to an accident ~~on~~that seriously damages organization premises that property or results in physical an injury or property damage.

~~Presence of~~ is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties requiring offsite medical attention.

Controlled Substances include, but are defined as any product causing potential impairment of an employees' mental or physical faculties not limited to, any substance listed in Schedules I through V of the Federal Controlled Substances Act, including marijuana that is otherwise lawful to use under Oregon or any other state's law.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

- ~~o Substance and Alcohol... renamed from Drugs and Alcohol~~
- ~~o Some wording from the prior handbook removed per SDAO recommendations~~

WORKPLACE VIOLENCE

Weapon-Free Workplace

To ensure that ~~The~~the Port of Brookings Harbor maintains a workplace safe and free of violence for all employees, the company prohibits the possession or use of dangerous weapons on company property. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

All Port of Brookings Harbor workers are subject to this provision, including contract workers and temporary employees. ~~Reworded to reference definitions of "company property and dangerous weapons"~~ A license to carry the weapon on company property does not supersede company policy. ~~added verbiage~~ Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

Situations may occur, despite our best efforts to prevent them, ~~which~~that present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the Port Manager.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

"Company property" is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the company's ownership or control. This policy applies to company-sponsored events and all company-owned or leased vehicles and all vehicles that come onto company property.

"Dangerous weapons" include firearms, explosives, knives (other than folding pocket-knife), and other weapons, items, and materials that might be considered dangerous or that could cause harm. If you have a question whether something may be considered a dangerous weapon in violation, you must ask your supervisor prior to bringing the item onto company property. Employees are responsible for making sure that any item possessed by the employee is not prohibited. ~~---~~ ~~added verbiage~~

The Port of Brookings Harbor reserves the right ~~at any time and~~, at its discretion, and to the full extent allowed by law, to search at any time all company-owned or leased vehicles and property, and all vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or

refuse to promptly permit a search under this policy will be subject to discipline up to and including termination. ~~... Reworded to include all Port property~~

This policy is administered and enforced by the Port Manager. Anyone with questions or concerns should contact the Port Manager.

~~--- Reworded verbiage for concise description of policy and to include concealed gun statute~~

~~Added concealed gun statute to Workplace Violence Section~~

EMERGENCY PREPAREDNESS

The Port of Brookings Harbor may be subject to major disruptions as a result of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. The Port of Brookings Harbor will try to provide emergency and limited services during periods of disruptions. The Port Manager shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact your immediate supervisor or the Port Manager.

Compensation of employees will be determined in accordance with all applicable laws and regulations when individual facilities or activities are closed as a result of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available sick or vacation time.

Should a threat to company property or an employee be received, it should be reported immediately to your immediate supervisor or the Port Manager.

~~No changes or addition to Emergency Preparedness Section~~



EMPLOYMENT SEPARATION

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SEPARATION FROM EMPLOYMENT

Separation from employment with ~~The~~the Port of Brookings Harbor occurs when you voluntarily resign, are laid off, or are discharged by the organization.

Resignation

Employment with us is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least ~~thirty~~(30) days’ notice of a resignation is required.

Job Abandonment

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for three (3) consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

Job Elimination; Reduction in Work Hours

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- ~~Your~~your department, location, or job;
- ~~Your~~your job knowledge, skills, and ability to do the required work;
- ~~Your~~your performance, attendance, and safety and corrective action history and records;
- ~~Your~~your possession of licenses, registrations, and certifications required by the job;
- ~~Your~~your creativity and teamwork skills, if required for the job;
- ~~Your~~your demonstrated willingness to go the extra mile for the organization, co-workers, and customers; and;
- ~~The~~the efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff,

such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

If practicable at the time of layoff or upon an employee being placed in an inactive status, we may provide limited re-employment rights for a period of eight ~~(8)~~ weeks. The order of recall will be determined using the above factors. An offer of re-employment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed of any changes to your telephone number, email address, and physical address. The offer will identify the available job and the date you are to report to work. If you are not rehired during the period specified, your re-employment rights end; if you decline re-employment or fail to report on the date specified in an offer, you generally waive any re-employment privileges.

Discharge

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found on page ~~(33)~~ in this Handbook that describes action management may take, at its discretion, to correct performance ~~infractions~~deficiencies or policy violations prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance ~~infraction~~or policy violation, but also on the individual's overall performance and conduct record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found on page ~~(13)~~ of this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

Exit Interview

An exit interview may be arranged to give you an opportunity to ~~address unresolved issues~~share information before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck. ~~—update verbiage~~

Return of Organization Property

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

~~Update verbiage to Separation from Employment Section~~

Employee's Notes

The Port of Brookings Harbor

HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

As an employee of ~~The~~the Port of Brookings Harbor, I acknowledge the following:

I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about ~~The~~the Port of Brookings Harbor's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and to ask my supervisor and/or Port Manager for clarification of any information I do not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Port Manager is the only person authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice. The Port Manager is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. **I understand this information is critical to the success of ~~The~~the Port of Brookings Harbor and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.**

Non-exempt employees only: I understand that I am ~~entitled~~required to take a rest break period of (10, minutes (up to 15) minutes permitted) for each four-hour work segment (e.g., each morning and each afternoon shift) that I work and am required to take those that such breaks are to be taken as near as possible to the midpoint of each work segment. For shifts longer than eight hours, additional breaks may be required. I further understand that I am further entitled to a lunch period require to take an unpaid meal break of (30 minutes; at least 30 minutes, (up to one hour permitted) for every 6 six-hour shift I work. If, on the rare occasion that my workload prohibits taking a 30-minute lunch period, or if my lunch period is interrupted by work activity The meal break is to be taken between the third and fifth hours worked. Meal breaks and rest periods are intended to provide nonexempt employees an opportunity away from work. Nonexempt employees are relieved of all duties and are not permitted to perform any work during meal breaks or rest periods unless there is prior approval from a supervisor, which may be granted on the rare occasion when exceptional and unanticipated circumstances prevent the employee from taking an uninterrupted meal period. If I perform any work during my meal period, I will record the entire period as time worked on my time report. I will not return work-related phone calls or email

messages during my lunch period, and if work-related interruptions are common, I understand that I may be required to leave my work area during my lunchmeal period. ~~---removing this section from acknowledgment form and adding to page 41, Meal and Rest Periods~~

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

Employee Signature

Date

Print Employee's Name

Document comparison by Workshare Compare on Tuesday, March 15, 2022
6:55:58 PM

Input:	
Document 1 ID	file://\mn01-mydocs\desktop\$\mtripp\Desktop\DELETE - FOR COMPARISON ONLY\Port of Brookings Harbor Employee Handbook Revision Date JAN 2022.docx
Description	Port of Brookings Harbor Employee Handbook Revision Date JAN 2022
Document 2 ID	file://\mn01-mydocs\desktop\$\mtripp\Desktop\DELETE - FOR COMPARISON ONLY\Port of Brookings Harbor Employee Handbook - March 2022 Revisions 4888-7442-3817 v.7.docx
Description	Port of Brookings Harbor Employee Handbook - March 2022 Revisions 4888-7442-3817 v.7
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	1092
Deletions	1108
Moved from	18
Moved to	18

Style changes	0
Format changes	0
Total changes	2236

INFORMATION ITEM – D

DATE: April 4, 2022
RE: Boat Yard Warehouse Condition
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port staff discussed with the Board the current condition with our boat yard warehouse. Jack Akin / Port Engineer came on site and looked at the current condition of the building and has provided a summary of the site investigation.
- Jack stated in his report that he recommended a wood frame engineer to do further analysis. See page 3.
- The Port and Jack are working on getting additional information for the Board to review before making any decisions.

DOCUMENTS

- EMC Engineer/Scientists Summary Report, 8 pages



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3/10/22

Gary Dehlinger, Port Manager
Travis Webster, Harbormaster
Port of Brookings-Harbor
Lower Harbor Rd.,
Brookings OR

The following updates and recommendations are listed below. To simplify your review, a summary for the two topics (the Three Port Structures, and FEMA status), are provided. More detail and background follow.

Summary RE the Three Port Structures

After our on-site inspection of the Boatyard office/shop building, the Hallmark Dock and the north boardwalk section, we concluded and recommend

1. A final inspection by a structural engineer, specifically knowledgeable in wood framed buildings, should be done, along with the Port engineer (Jack Akin), to confirm the present opinion, expressed by the Port engineer, that at least the impacted sections of the building should be demolished.
2. The Hallmark dock seems stable at this time, but broken or what appears to be dislodged friction piles should be monitored and tested. The recommended monitoring is via $\pm 1/8$ inch precision survey, followed by a proof-roll protocol loading, specified to be 2.0 times that of the greatest anticipated load on the dock. Further monitoring via survey should be $1/4$ ly, until data confirms that no significant failure is occurring, after which routine surveying can be conducted annually. It is noted, in the longer term, that replacement of the dock is included in the Natural Hazards Mitigation Plan.
3. On a short term basis the Port engineer concurs with the Port Manager and Harbormaster that decoupling of the sliding section of the boardwalk would be wise, as it would prevent the failing section to pull at and loosen more of the boardwalk southward. In the long-term, the consulting engineering geologist concurred with previous determinations made by the Port engineer that slip failure is the cause of the observed damage, and that therefore complete removal and embankment stabilization is needed.

Note: A copy of an emailed letter from Eric is on Page 8.



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FEMA Update Summary

1. The Boatyard surface and stormwater designs, after a number of revisions, are completed and construction drawings have been prepared.
2. The final phase of the preliminary drawings for the Commercial Area, also after number revisions, are to be completed by the afternoon of Friday, March 11.
3. We expect the construction drawings for the Commercial Area to be completed by Friday, March 18.
4. RV/Kite Field preliminary drawings are completed.
5. Construction drawing details for the RV/Kite Field are expected to have been completed by the week of 21st of March.
6. The detail drone survey of the west embankment of Basin 2 is completed. Final construction drawings for the Basin 2 west wall embankment repair are expected to be completed by the week of March 28.
7. Regarding dredging of the basins, the laboratory analyses have finally been received from the lab and reviewed, but some errors in the data have been found. We are in conference with the lab today and tomorrow (3/10 and 3/11), and will speak with the organics department tomorrow morning.
8. The Sediment Characterization Report has been completed and submitted to the USACE. Subsequent discussion with the USACE representative (James Holm) for the PSET has occurred yesterday and today (3/09 and 3/10), and they are also awaiting the results of our conversations with the laboratory.
9. The sediment has been found to be high in silt. We are reviewing beneficial use options, including local concrete manufacture, and will be arranging a discussion with local businesses, likely sometime in April.
10. We are arranging a conference call with Greg Jackson (State Project Manager), Julie Slevin and Douglas Grant (FEMA Project Managers), EMC and any Port Staff members that desire to participate. We are trying for the week of March 14th. We will propose to separate the in-water work from the upland work to avoid delays. We will contact you as soon as some dates for the conference, targeted for next week (week of March 14th) have been proposed.



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Port Structures

On February 18, 2022 Jack Akin and Rick Gates of EMC, Gary Dillinger and Travis Webster of POBH and Eric Oberbeck, Engineering Geologist from Cascadia Geotechnical, all referred to in this Report as the Group, met at the Port of Brookings-Harbor to look at three structures. These were the shop building at the Boatyard, the Hallmark commercial receiving dock and a north-most section of the Port boardwalk.

Boatyard Shop

The shop building has a number of structural and surficial issues within its wood frame structure. Load supporting columns, beams and truss members have considerable dry rot, stress cracking and loss of function. Eric did not feel qualified to comment about the building structure itself, but gave an opinion about placing some exploratory borings along the south side of the building to investigate the threat of liquefaction. Jack expressed the opinion that liquefaction is likely a long-term issue, but not germane to the immediate structural concerns in question. He also observed that the condition of some loaded columns and beams was poor, and that repair of these wood frame members on a permanent basis would not be practical, but continued repair would be a good temporary measure (maximum two years), likely to be followed by the demolition and replacement of the building.

As can be seen in the first paragraph of Eric's written recommendations, attached on Page 8 below, Eric concluded shallow borings and penetration tests be performed in the Boatyard.

Though such study may be prudent in the long term, in our opinion the recommendation is premature. If design loading, peradventure the existing structure is replaced, indicates the need, further investigation along these lines may be justified.

On the shorter term, it is still yet to be determined that the building is safe at present, and whether further shoring up can temporarily, or even more permanently provide a safe workspace. A structural engineer trained in wood frame analyses is therefore recommended by EMC. EMC is presently in contact with two local, qualified firms.

Hallmark Dock

The Group then moved to the Hallmark commercial receiving dock, in order to render an opinion about the dock's condition and recommended actions to be taken. The dock is a somewhat complex structure of concrete decking supported by friction piles. There are no known drawings or construction information (length of friction piles, truss calculations, concrete deck specifications, etc.).



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When comparing its construction with marine dock guidelines it could be fairly stated that the dock seems overbuilt. It was a general consensus of the Group that some structural testing and monitoring should be performed in order to assess and measure, watching for any signs of loss of function or failure. Eric suggested tilt meter placement at several locations, with periodic tilt meter measurements to monitor for dock surface movement (see second paragraph of Eric's opinion below on Page 8)..

Alternatively, with respect to monitoring the dock position, it is the EMC opinion that the tilt meter, accurate to about 1/60 of a degree, is not the best monitoring method to measure the absolute position of various point locations on the dock. Rather, it seems best to tie the dock into a benchmark-surveyed point, and to horizontally and vertically locate markers placed on the dock. Mounted on such a large and massive structure which is comprised of multiple members on deck and supporting piles, tilt meter measurements may reflect multiple and somewhat compensating position shifts on the dock surface. Surveyed points, however, accurate to a quarter $\pm 1/8$ inch, would measure absolute horizontal and vertical position of the dock.

Load testing at Hallmark was also discussed. Although experimental testing to determine dock loading capacity was discussed, Jack, Travis and Gary all agreed that the capacity of the dock was not what was in question, but rather a reasonable approximate of the effect of existing loads. Capacity testing could lead to weakening or even failure, whereas load testing with reasonable loads and acceptable safety factoring could be measured with much less risk to the structure itself.

Per good engineering practice, it would therefore be EMC's recommendation that proof rolling technique be applied along Hallmark dock deck, utilizing a load safety factor of 2.0. Port staff and dock representatives should be interviewed to estimate the largest load ever expected to be applied to the dock at any given time. At least twice that load would then be applied in testing. A discrete point survey would be conducted prior to the test, and the second survey conducted no longer than a week thereafter. The monitoring procedure should then be implemented, recommended by EMC to be 1/4ly, whereby the located points at the dock would be re-surveyed in order to monitor for vertical or lateral movement. After three or four quarters of measurements, if it has been concluded that the dock is stable, monitoring routine periodicity should be revised to an annual survey.

North Boardwalk

Finally the group took a look at the north boardwalk section, presently failing, to discuss long and short term solutions. Eric concurred with EMC (see third paragraph of Eric's recommendations below on Page 8) that failure in this section is primarily due to a slip surface, causing lateral and rotational movement.

Consequently, the entire soil wedge supporting that section of the boardwalk is slipping, and so no superficial/re-fastening of the existing structure can be posed as a solution.



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The EMC analyses of this area provided to the Port in March of 2017, Page 2, begins with “It appears that the soils comprising the sideslope north of the boardwalk have become unstable and have consequently pressed the retaining wall against the outer deck-supporting piles, pulling the boardwalk westward with its deflection. Based on these observations, stormwater has 1) reduced soil cohesion, eroded soils and destabilized the soil mass; and 2) created one or more slip surfaces that allows its soil friction to be overcome by the slope and the mass to shift westward.” The factors are then enlisted as (a) sliding of the wall outwards from the retaining soil, (b) overturning of the retaining wall about its toe, (c) foundation bearing failure, and (d) larger scale slope or other failure in the surrounding soil.

Therefore the entire structure section should be removed, and the embankment stabilized. Whether to replace the existing structure or not is a decision that Port management would have to make.

If replacement is opted, then reconstruction can include bracing and fastening (via pins, screws, deadman, depending on soil friction values determined by subsurface investigation).

On the shorter term, as recommended in the 2017 study, continued monitoring should be conducted.

Also, Gary and Travis suggested, as a temporary solution, that the failing section of the boardwalk be decoupled from the south-adjacent portion of the boardwalk, still in-tact, in order to prevent further southward damage. EMC concurs with this precautionary action.

FEMA Update

A report on the status of the FEMA projects must include those of the Boatyard, Commercial Area, RV/Kite Field, Embankment Reinforcement along the West Side of Basin 2 and the Dredging of the Basins.

Discussion about the Boatyard includes the subbase/subgrade excavation and preparation, stormwater catch basin and piping detail, and paving detail.

Discussion about the Commercial Area includes the same, with the additions of retaining wall and sediment storage detail.

The RV/kite field area, including grading, stormwater and paving design, which fall under the FEMA funding program, as well as utility (power, water and sewage), which are non-FEMA, are the topics of discussion.

The Boatyard surface and stormwater designs, after a number of revisions, are completed and construction drawings have been prepared.



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An objective of minimizing costs by eliminating as much excavation and subgrade materials as possible has been achieved, as now the bill of materials only calls for about 15 yd.³ of spoils production during the excavation phase of the yard surfacing. Once the final subbase/subgrade elevations were determined, pipe invert and ditch elevations, slopes, catchment areas, pipe sizes, ditch dimensions designs followed. Final top-of-pavement surface elevations were required to meet with existing structures (concrete pad, building foundations).

The final phase of the preliminary drawings for the Commercial Area, also after number revisions, are in process and expected to be completed by the afternoon of Friday, March 11. At that time these preliminary drawings will be forwarded to our CAD construction detail specialist, and we expect those construction drawings, which include final subbase/subgrade elevations, pipe invert and ditch elevations, slopes, catchment areas, pipe sizes, ditch dimensions designs, sediment storage slopes and retaining wall design, elevations and dimensions. Final top-of-pavement surface elevations are required to meet with existing structures (concrete pads and loading dock, building foundations) to be completed by Friday, March 18.

RV/Kite field preliminary drawings are completed, and construction drawing details are relatively easy for that portion of the project, and so will be expected to have been completed the following week (the week of 21st of March).

The detail drone survey of the west embankment of Basin 2 is complete and the data has been converted into CAD data, presently under review. The building of a new, trimmer bill of materials for the excavation, cut/fill and rock construction is underway, expected to be completed by the end of next week (the week of March 13). Final design drawings for the Basin 2 west wall embankment repair are expected to be completed by the week of March 28.

Regarding dredging of the basins, the laboratory analyses have finally been completed, and yet some errors in the data have been found.

We have reviewed the lab reports, and after inspecting the quality control/assurance reports, suspect errors in the detection levels, and subsequently we are seeking a revision in reported contaminant exceedances.

This issue is very important. Contamination in the upper levels of the samples (found in the dredge prism itself) are acceptable, because the material is being taken out of the water and placed aboveground for planned future beneficial uses. However, contaminants found in the lower layer of sediments which would be revealed on the basin floors after dredging, are regulated, and further action would be required from the USACE if the report proved to be correct.

We are in conference with the lab today and tomorrow, and will speak with the organics department tomorrow morning.



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The Sediment Characterization Report has been completed and submitted to the USACE as of the morning of the 8th. Subsequent discussion with the USACE representative (James Holm) for the PSET has occurred, and they are also awaiting the results of our conversations with the laboratory.

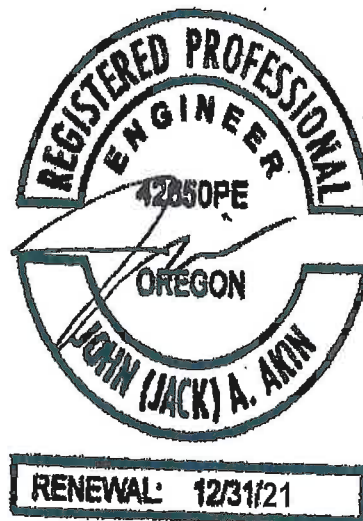
We have had discussions with FEMA, specifically with Greg Jackson (State Project Manager), on March 10. After discussions to be held with Julie Slevin and Douglas Grant (FEMA Project Manager), Mr. Jackson has pledged to contact us with a date for a conference to talk about any requirements, process and procedures going forward. We are targeting next week (week of the 14th) for this conference.

It will be my proposal during this conference to separate the construction phase of the overall FEMA project into sub-phases, separating the in-water work from the upland work. The in-water work includes all dredging, and embankment riprap work, with the permitting and environmental considerations involved. The upland work includes all excavating, stormwater system installation, paving, sediment storage area preparation, retaining walls and curbing, etc. The strategy for creating these two sub-phases is to allow for the upland work to proceed during dry season (within the next couple of months, beginning with materials and contract procurement), without being hindered or postponed by permitting and environmental compliance delays associated with the in-water work. Initial reaction to this multi-phased approach from FEMA has been favorable.

We will inform you just as soon as we obtain a prospective schedule for the conference, so that you can participate if you wish.

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI
EMC-Engineers/Scientists, LLC





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Engineering Geologist Opinion, emailed to EMC from Eric@cascadiageotechnical.com on 3/09/22

“Jack, per our conversation, I would recommend that as part of the engineering on the new warehouse (Site 1) that we do 2 shallow borings to determine depth to groundwater and whether the soils under the building are liquefiable. We can also do standard penetration tests to determine the consistency of the soils at depth and which will augment your penetrometer data. If liquefiable soils are encountered, we can come up with a plan to densify them in situ.

As discussed, I would recommend that we do a proof roll on the Hallmark load area (Site 2) using a comparably loaded rubber-tired vehicle. We can monitor and observe settlement and deflection of the driving surface and observe movement, if any, of the wood support piles. We can also either install tilt plates which we can use to monitor movement of the structure using a portable tiltmeter or set some permanent survey points which can be monitored for elevation changes.

It is my opinion that your assessment regarding the walkway (Site 3) is correct and that a failure surface has developed at the contact of the side cast fill and the native alluvium. This is indicated by separation of the walkway from the roadbed and loading and observed rotation at the toe of the slope. As we discussed, it appears that movement was rotational and that the support piles which are attached to the structure moved with the upper part of the slope. I would suggest we bore 2 or 3 shallow borings into the roadbed to determine where and what our bearing layer is.

I will file this until I hear from you. I dictated part of it using my word program- thanks for the tip, Eric

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e-mail: eric@cascadiageoservices.com
web: www.cascadiageoservices.com”

INFORMATION ITEM – E

DATE: April 4, 2022
RE: Hallmark Dock Condition
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port staff discussed with the Board the current condition with the Hallmark Dock. Jack Akin / Port Engineer came on site and looked at the current condition of the dock and has provided a summary of the site investigation.
- Hallmark Dock summary begins on page 3 and ends on page 4.
- Port staff and Jack agree survey points should be installed on the dock now to set a baseline and then conduct a load test. The survey points will provide the necessary data on monitoring the dock.

DOCUMENTS

- EMC Engineer/Scientists Summary Report, 8 pages



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3/10/22

Gary Dehlinger, Port Manager
Travis Webster, Harbormaster
Port of Brookings-Harbor
Lower Harbor Rd.,
Brookings OR

The following updates and recommendations are listed below. To simplify your review, a summary for the two topics (the Three Port Structures, and FEMA status), are provided. More detail and background follow.

Summary RE the Three Port Structures

After our on-site inspection of the Boatyard office/shop building, the Hallmark Dock and the north boardwalk section, we concluded and recommend

1. A final inspection by a structural engineer, specifically knowledgeable in wood framed buildings, should be done, along with the Port engineer (Jack Akin), to confirm the present opinion, expressed by the Port engineer, that at least the impacted sections of the building should be demolished.
2. The Hallmark dock seems stable at this time, but broken or what appears to be dislodged friction piles should be monitored and tested. The recommended monitoring is via $\pm 1/8$ inch precision survey, followed by a proof-roll protocol loading, specified to be 2.0 times that of the greatest anticipated load on the dock. Further monitoring via survey should be $1/4$ ly, until data confirms that no significant failure is occurring, after which routine surveying can be conducted annually. It is noted, in the longer term, that replacement of the dock is included in the Natural Hazards Mitigation Plan.
3. On a short term basis the Port engineer concurs with the Port Manager and Harbormaster that decoupling of the sliding section of the boardwalk would be wise, as it would prevent the failing section to pull at and loosen more of the boardwalk southward. In the long-term, the consulting engineering geologist concurred with previous determinations made by the Port engineer that slip failure is the cause of the observed damage, and that therefore complete removal and embankment stabilization is needed.

Note: A copy of an emailed letter from Eric is on Page 8.



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FEMA Update Summary

1. The Boatyard surface and stormwater designs, after a number of revisions, are completed and construction drawings have been prepared.
2. The final phase of the preliminary drawings for the Commercial Area, also after number revisions, are to be completed by the afternoon of Friday, March 11.
3. We expect the construction drawings for the Commercial Area to be completed by Friday, March 18.
4. RV/Kite Field preliminary drawings are completed.
5. Construction drawing details for the RV/Kite Field are expected to have been completed by the week of 21st of March.
6. The detail drone survey of the west embankment of Basin 2 is completed. Final construction drawings for the Basin 2 west wall embankment repair are expected to be completed by the week of March 28.
7. Regarding dredging of the basins, the laboratory analyses have finally been received from the lab and reviewed, but some errors in the data have been found. We are in conference with the lab today and tomorrow (3/10 and 3/11), and will speak with the organics department tomorrow morning.
8. The Sediment Characterization Report has been completed and submitted to the USACE. Subsequent discussion with the USACE representative (James Holm) for the PSET has occurred yesterday and today (3/09 and 3/10), and they are also awaiting the results of our conversations with the laboratory.
9. The sediment has been found to be high in silt. We are reviewing beneficial use options, including local concrete manufacture, and will be arranging a discussion with local businesses, likely sometime in April.
10. We are arranging a conference call with Greg Jackson (State Project Manager), Julie Slevin and Douglas Grant (FEMA Project Managers), EMC and any Port Staff members that desire to participate. We are trying for the week of March 14th. We will propose to separate the in-water work from the upland work to avoid delays. We will contact you as soon as some dates for the conference, targeted for next week (week of March 14th) have been proposed.



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Port Structures

On February 18, 2022 Jack Akin and Rick Gates of EMC, Gary Dillinger and Travis Webster of POBH and Eric Oberbeck, Engineering Geologist from Cascadia Geotechnical, all referred to in this Report as the Group, met at the Port of Brookings-Harbor to look at three structures. These were the shop building at the Boatyard, the Hallmark commercial receiving dock and a north-most section of the Port boardwalk.

Boatyard Shop

The shop building has a number of structural and surficial issues within its wood frame structure. Load supporting columns, beams and truss members have considerable dry rot, stress cracking and loss of function. Eric did not feel qualified to comment about the building structure itself, but gave an opinion about placing some exploratory borings along the south side of the building to investigate the threat of liquefaction. Jack expressed the opinion that liquefaction is likely a long-term issue, but not germane to the immediate structural concerns in question. He also observed that the condition of some loaded columns and beams was poor, and that repair of these wood frame members on a permanent basis would not be practical, but continued repair would be a good temporary measure (maximum two years), likely to be followed by the demolition and replacement of the building.

As can be seen in the first paragraph of Eric's written recommendations, attached on Page 8 below, Eric concluded shallow borings and penetration tests be performed in the Boatyard.

Though such study may be prudent in the long term, in our opinion the recommendation is premature. If design loading, peradventure the existing structure is replaced, indicates the need, further investigation along these lines may be justified.

On the shorter term, it is still yet to be determined that the building is safe at present, and whether further shoring up can temporarily, or even more permanently provide a safe workspace. A structural engineer trained in wood frame analyses is therefore recommended by EMC. EMC is presently in contact with two local, qualified firms.

Hallmark Dock

The Group then moved to the Hallmark commercial receiving dock, in order to render an opinion about the dock's condition and recommended actions to be taken. The dock is a somewhat complex structure of concrete decking supported by friction piles. There are no known drawings or construction information (length of friction piles, truss calculations, concrete deck specifications, etc.).



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When comparing its construction with marine dock guidelines it could be fairly stated that the dock seems overbuilt. It was a general consensus of the Group that some structural testing and monitoring should be performed in order to assess and measure, watching for any signs of loss of function or failure. Eric suggested tilt meter placement at several locations, with periodic tilt meter measurements to monitor for dock surface movement (see second paragraph of Eric's opinion below on Page 8)..

Alternatively, with respect to monitoring the dock position, it is the EMC opinion that the tilt meter, accurate to about 1/60 of a degree, is not the best monitoring method to measure the absolute position of various point locations on the dock. Rather, it seems best to tie the dock into a benchmark-surveyed point, and to horizontally and vertically locate markers placed on the dock. Mounted on such a large and massive structure which is comprised of multiple members on deck and supporting piles, tilt meter measurements may reflect multiple and somewhat compensating position shifts on the dock surface. Surveyed points, however, accurate to a quarter $\pm 1/8$ inch, would measure absolute horizontal and vertical position of the dock.

Load testing at Hallmark was also discussed. Although experimental testing to determine dock loading capacity was discussed, Jack, Travis and Gary all agreed that the capacity of the dock was not what was in question, but rather a reasonable approximate of the effect of existing loads. Capacity testing could lead to weakening or even failure, whereas load testing with reasonable loads and acceptable safety factoring could be measured with much less risk to the structure itself.

Per good engineering practice, it would therefore be EMC's recommendation that proof rolling technique be applied along Hallmark dock deck, utilizing a load safety factor of 2.0. Port staff and dock representatives should be interviewed to estimate the largest load ever expected to be applied to the dock at any given time. At least twice that load would then be applied in testing. A discrete point survey would be conducted prior to the test, and the second survey conducted no longer than a week thereafter. The monitoring procedure should then be implemented, recommended by EMC to be 1/4ly, whereby the located points at the dock would be re-surveyed in order to monitor for vertical or lateral movement. After three or four quarters of measurements, if it has been concluded that the dock is stable, monitoring routine periodicity should be revised to an annual survey.

North Boardwalk

Finally the group took a look at the north boardwalk section, presently failing, to discuss long and short term solutions. Eric concurred with EMC (see third paragraph of Eric's recommendations below on Page 8) that failure in this section is primarily due to a slip surface, causing lateral and rotational movement.

Consequently, the entire soil wedge supporting that section of the boardwalk is slipping, and so no superficial/re-fastening of the existing structure can be posed as a solution.



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The EMC analyses of this area provided to the Port in March of 2017, Page 2, begins with "It appears that the soils comprising the sideslope north of the boardwalk have become unstable and have consequently pressed the retaining wall against the outer deck-supporting piles, pulling the boardwalk westward with its deflection. Based on these observations, stormwater has 1) reduced soil cohesion, eroded soils and destabilized the soil mass; and 2) created one or more slip surfaces that allows its soil friction to be overcome by the slope and the mass to shift westward." The factors are then enlisted as (a) sliding of the wall outwards from the retaining soil, (b) overturning of the retaining wall about its toe, (c) foundation bearing failure, and (d) larger scale slope or other failure in the surrounding soil.

Therefore the entire structure section should be removed, and the embankment stabilized. Whether to replace the existing structure or not is a decision that Port management would have to make.

If replacement is opted, then reconstruction can include bracing and fastening (via pins, screws, deadman, depending on soil friction values determined by subsurface investigation).

On the shorter term, as recommended in the 2017 study, continued monitoring should be conducted.

Also, Gary and Travis suggested, as a temporary solution, that the failing section of the boardwalk be decoupled from the south-adjacent portion of the boardwalk, still in-tact, in order to prevent further southward damage. EMC concurs with this precautionary action.

FEMA Update

A report on the status of the FEMA projects must include those of the Boatyard, Commercial Area, RV/Kite Field, Embankment Reinforcement along the West Side of Basin 2 and the Dredging of the Basins.

Discussion about the Boatyard includes the subbase/subgrade excavation and preparation, stormwater catch basin and piping detail, and paving detail.

Discussion about the Commercial Area includes the same, with the additions of retaining wall and sediment storage detail.

The RV/kite field area, including grading, stormwater and paving design, which fall under the FEMA funding program, as well as utility (power, water and sewage), which are non-FEMA, are the topics of discussion.

The Boatyard surface and stormwater designs, after a number of revisions, are completed and construction drawings have been prepared.



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An objective of minimizing costs by eliminating as much excavation and subgrade materials as possible has been achieved, as now the bill of materials only calls for about 15 yd.³ of spoils production during the excavation phase of the yard surfacing. Once the final subbase/subgrade elevations were determined, pipe invert and ditch elevations, slopes, catchment areas, pipe sizes, ditch dimensions designs followed. Final top-of-pavement surface elevations were required to meet with existing structures (concrete pad, building foundations).

The final phase of the preliminary drawings for the Commercial Area, also after number revisions, are in process and expected to be completed by the afternoon of Friday, March 11. At that time these preliminary drawings will be forwarded to our CAD construction detail specialist, and we expect those construction drawings, which include final subbase/subgrade elevations, pipe invert and ditch elevations, slopes, catchment areas, pipe sizes, ditch dimensions designs, sediment storage slopes and retaining wall design, elevations and dimensions. Final top-of-pavement surface elevations are required to meet with existing structures (concrete pads and loading dock, building foundations) to be completed by Friday, March 18.

RV/Kite field preliminary drawings are completed, and construction drawing details are relatively easy for that portion of the project, and so will be expected to have been completed the following week (the week of 21st of March).

The detail drone survey of the west embankment of Basin 2 is complete and the data has been converted into CAD data, presently under review. The building of a new, trimmer bill of materials for the excavation, cut/fill and rock construction is underway, expected to be completed by the end of next week (the week of March 13). Final design drawings for the Basin 2 west wall embankment repair are expected to be completed by the week of March 28.

Regarding dredging of the basins, the laboratory analyses have finally been completed, and yet some errors in the data have been found.

We have reviewed the lab reports, and after inspecting the quality control/assurance reports, suspect errors in the detection levels, and subsequently we are seeking a revision in reported contaminant exceedances.

This issue is very important. Contamination in the upper levels of the samples (found in the dredge prism itself) are acceptable, because the material is being taken out of the water and placed aboveground for planned future beneficial uses. However, contaminants found in the lower layer of sediments which would be revealed on the basin floors after dredging, are regulated, and further action would be required from the USACE if the report proved to be correct.

We are in conference with the lab today and tomorrow, and will speak with the organics department tomorrow morning.



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The Sediment Characterization Report has been completed and submitted to the USACE as of the morning of the 8th. Subsequent discussion with the USACE representative (James Holm) for the PSET has occurred, and they are also awaiting the results of our conversations with the laboratory.

We have had discussions with FEMA, specifically with Greg Jackson (State Project Manager), on March 10. After discussions to be held with Julie Slevin and Douglas Grant (FEMA Project Manager), Mr. Jackson has pledged to contact us with a date for a conference to talk about any requirements, process and procedures going forward. We are targeting next week (week of the 14th) for this conference.

It will be my proposal during this conference to separate the construction phase of the overall FEMA project into sub-phases, separating the in-water work from the upland work. The in-water work includes all dredging, and embankment riprap work, with the permitting and environmental considerations involved. The upland work includes all excavating, stormwater system installation, paving, sediment storage area preparation, retaining walls and curbing, etc. The strategy for creating these two sub-phases is to allow for the upland work to proceed during dry season (within the next couple of months, beginning with materials and contract procurement), without being hindered or postponed by permitting and environmental compliance delays associated with the in-water work. Initial reaction to this multi-phased approach from FEMA has been favorable.

We will inform you just as soon as we obtain a prospective schedule for the conference, so that you can participate if you wish.

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI
EMC-Engineers/Scientists, LLC



RENEWAL: 12/31/21



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It is my opinion that your assessment regarding the walkway (Site 3) is correct and that a failure surface has developed at the contact of the side cast fill and the native alluvium. This is indicated by separation of the walkway from the roadbed and loading and observed rotation at the toe of the slope. As we discussed, it appears that movement was rotational and that the support piles which are attached to the structure moved with the upper part of the slope. I would suggest we bore 2 or 3 shallow borings into the roadbed to determine where and what our bearing layer is.

I will file this until I hear from you. I dictated part of it using my word program- thanks for the tip, Eric

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INFORMATION ITEM – F

DATE: April 4, 2022
RE: Supplemental Budget FY 2021-22
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The governing body of any municipal corporation, under certain circumstances, may make a supplemental budget for the fiscal year for which the regular budget has been prepared. Generally, these circumstances involve unanticipated resources or occurrences that require additional appropriation authority.
- Supplemental budgets may involve changes that increase the appropriation of any fund by 10% or more of the total current appropriation. By law, a notice of the date and time of a public hearing on the proposed supplemental budget must be published in a local newspaper. In addition, the public notice must contain summary information describing the new revised fund totals. **Our adjustments on this supplemental budget are less than 10%.**
- Supplemental budget in which no fund changes more than 10% can be adopted at a regular meeting of the governing body (no public hearing required), but meeting notice must state that a supplemental budget will be considered.
- Summary of the General Fund adjustments.
Revenues:
 - 1) Cash Carryover increase per actual figures
 - 2) Commercial Retail increase for property tax reimbursements from tenants
 - 3) Fuel Dock increase per actual figures and a better fishing season than anticipated
 - 4) Miscellaneous (credits, refunds & collections) increase per actual figures
 - 5) Grants & Other Funding decrease per actual figures
 - 6) Taxes increase based on Curry County Tax SummaryExpenses:
 - 1) Personnel Services increase for staffing adjustments
 - 2) Material & Services increase due to anticipated expenditures for the remaining fiscal year
 - 3) Capital Outlay increase due to adjustments to planned projects and contractor's quotes
- The attached supplemental budget provides detailed information of the adjustments.
- Capital Outlay Fund was reduced based on the FEMA project schedule.

DOCUMENTS

- Draft Resolution 2022-02 Resolution Adopting the Supplemental Budget, 20 pages

RESOLUTION No. 2022-02

RESOLUTION ADOPTING THE FIRST SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2021-22

BE IT RESOLVED that the Board of Directors of the Port of Brookings Harbor hereby adopts the first supplemental budget for fiscal year 2021-22 in the amount of \$7,410,848. This supplemental budget is now on file at 16330 Lower Harbor Road, Brookings Oregon or on the Port of Brookings Harbor website: <https://www.portofbrookingsharbor.com/>.

GENERAL FUND

Revised Total Resources \$3,870,000 for revenue adjustments based on actuals July - December 2021 and anticipated resources expected to be received for the remaining fiscal year, for the following; Cash Carryover \$232,000 increase, Program Revenues: Beachfront RV Park \$50,000, Commercial Retail \$24,000 increase, Fuel Dock \$80,000 increase and General Revenues: Assets Sales (\$30,000) decrease, Miscellaneous \$20,220 increase, Grants & Other Funding (\$60,000) decrease. Taxes estimated to be received based on Curry County Tax Summary \$20,000 increase. **Revised Total Resources \$3,870,000.**

Revised Total Requirements \$3,870,000 for the following: Personnel Services \$20,505 increase for staffing adjustments, Materials and Services \$199,415 increase due to anticipated expenditures for remaining fiscal year and Capital Outlay (\$2,000) decrease due to adjustments in previously planned projects and contractor's quotes. Total Allocated Requirements \$217,920 increase. **Total Appropriations \$217,920 increase.** Unappropriated Ending Fund Balance \$118,300 increase. **Revised Total Requirements \$3,870,000**

REVENUE BOND DEBT SERVICE FUND - USDA

No adjustments to Revenue Bond Debt Service Fund. **Total Resources \$233,000. Total Requirements \$233,000.**

DEBT SERVICE FUND

No adjustments to Debt Service Fund. **Total Resources \$451,355. Total Requirements \$451,355.**

RV PARK IMPROVEMENT DEBT SERVICE FUND

No adjustments to RV Park Improvement Debt Service Fund. **Total Resources \$57,718. Total Requirements \$57,718.**

CAPITAL PROJECTS FUND

Revised Total Resources \$1,900,000 for resource adjustments based on actuals: Cash Carryover (\$22,500) decrease and FEMA DR-4432 and DR-4452 (\$162,500) decrease based on the project schedule revision. **Revised Total Resources \$1,900,000.**

Revised Total Requirements \$1,900,000 for revised schedule for the FEMA DR-4432 and DR-4452 Project (\$162,500) decrease. **Revised Total Appropriations \$1,897,500. Revised Total Requirements \$1,900,000.**

PORT CONSTRUCTION FUND

No adjustments to Port Construction Fund. **Total Resources \$677,000. Total Requirements \$677,000.**

RESERVE FUND

No adjustments to Reserve Fund. **Total Resources \$221,775. Total Requirements \$221,775.**

RESOLUTION MAKING APPROPRIATIONS

<u>General Fund</u>	Existing	Changes	Adjusted
Total Port Operations.....	2,718,457	217,920	2,936,377
Not Allocated to General Port Operating Fund			
Transfers Out.....	745,323	-	745,323
Contingency.....	20,000	-	20,000
Subtotal	765,323	-	765,323
Total Appropriations	3,483,780	217,920	3,701,700
Total Unappropriated and Reserve Amounts	50,000	118,300	168,300
General Fund Total Requirements	3,533,780	336,220	3,870,000
 <u>Revenue Bond Debt Service Fund</u>			
Total Appropriations	130,120	-	130,120
Total Unappropriated and Reserve Amounts	102,880	-	102,880
Revenue Bond Debt Service Total Requirements ..	233,000	-	233,000

Debt Service Fund

Total Appropriations	423,485	-	423,485
Total Unappropriated and Reserve Amounts	27,870	-	27,870
Debt Service Total Requirements	451,355	-	451,355

RV Park Improvement Debt Service Fund

Total Appropriations	57,718	-	57,718
Total Unappropriated and Reserve Amounts	-	-	-
RV Park Improv. Debt Service Total Requirements	57,718	-	57,718

Capital Projects Fund

Capital Outlay.....		-	
Total Appropriations	2,060,000	(162,500)	1,897,500
Total Unappropriated and Reserve Amounts	2,500	-	2,500
Capital Projects Total Requirements	2,062,500	(162,500)	1,900,000

Port Construction Fund

Capital Outlay.....		-	
Total Appropriations	677,000	-	677,000
Total Unappropriated and Reserve Amounts	-	-	-
Port Construction Fund Total Requirements	677,000	-	677,000

Reserve Fund

Capital Outlay.....		-	
Total Appropriations	-	-	-
Total Unappropriated and Reserve Amounts	221,775	-	221,775
Reserve Fund Total Requirements	221,775	-	221,775

Total APPROPRIATIONS, All Funds	6,832,103	55,420	6,887,523
Total Unappropriated and Reserve Amounts, All Funds	405,025	118,300	523,325
TOTAL ADOPTED BUDGET	7,237,128	173,720	7,410,848

The above resolution statements were approved and declared adopted on April 20, 2022.

ATTEST:

X _____
Richard Heap, President

X _____
Sharon Hartung, Treasurer/Secretary



Port of Brookings Harbor Supplemental Budget FY 2021-22

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Adopted April 20, 2022 Resolution No. 2022-02

**RESOURCES
GENERAL FUND**

Port of Brookings Harbor

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
1	167,030	280,776	319,000	1 Cash Carryover	300,000	532,000	1	232,000	<i>increase cash carryovers based on actuals</i>
2	6,767	9,752	9,500	2 Previously levied taxes estimated to be received	9,000	9,000	2		
3	6,211	2,904	3,570	3 Interest	2,000	2,000	3		
4	656,985	220,427	-	4 Interfund Transfer from Capital Projects			4		
5			-	5 OTHER RESOURCES			5		
6	723,837	714,734	640,000	6 Administration/Marina/Moorage & Storage	735,000	735,000	6		
7	594,985	594,084	571,000	7 Beachfront RV Park	750,000	800,000	7	50,000	<i>increase based on actuals and expectations</i>
8	85,856	113,898	70,000	8 Boatyard			8		
9	504,262	514,366	515,000	9 Commercial Retail	566,280	590,280	9	24,000	<i>Increased due to property tax reimbursements</i>
10	621,242	780,640	630,000	10 Fuel Dock	770,000	850,000	10	80,000	<i>Increased due to fishing season & mild weather</i>
11	7,629	5,634		11 Land Use Events			11		
12			-	12			12		
13			-	13			13		
14	51,908	5,742	6,000	14 Asset Sales	50,000	20,000	14	(30,000)	<i>decreased due to actuals and expectations</i>
15	25,216	31,035	29,652	15 Miscellaneous (Credits, Refunds, Collections & etc...)	31,500	51,720	15	20,220	<i>Increased due to actuals</i>
16			700,000	16 Long Term Debt Borrowings			16		
17			100,000	17 Grants & Other Funding	80,000	20,000	17	(60,000)	<i>Decreased due to expectations of receiving grants</i>
18			-	18			18		
19			-	19			19		
20			-	20			20		
21			-	21			21		
22			-	22			22		
23	3,451,928	3,273,992	3,593,722	23 Total resources, except taxes to be levied	3,293,780	3,610,000	23	316,220	<i>Increase for Total Resources, except taxes</i>
24			245,000	24 Taxes estimated to be received	240,000	260,000	24	20,000	<i>Increased due to Curry County 2021-22 Tax Roll Summary</i>
25	229,043	235,948		25 Taxes collected in year levied			25		
26	3,680,971	3,509,940	3,838,722	26 TOTAL RESOURCES	3,533,780	3,870,000	- 26	336,220	<i>Increase for Total Resources</i>

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REQUIREMENTS SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM
GENERAL FUND

Port of Brookings Harbor

	Historical Data			REQUIREMENT TOTALS	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
PERSONNEL SERVICES								
1	45,436	78,755	84,500	1 Salary Port Manager	88,470	-	-	1 (86,470) Increase due to combining Port Manager compensation with Port Office Staff and decrease 1,200 due to lost personal vehicle compensation and adjustments in staffing, moved to Repairs & Maintenance
2	126,196	123,472	116,465	2 Hourly / Port Office Staff	132,000	219,270	-	2 87,270
3	38,356	28,653	48,194	3 Hourly / RV Park Office Staff	54,120	60,000	-	3 5,880 Increase due to promotion of employee to full-time status
4	131,145	232,707	256,620	4 Hourly / Operations Staff	262,460	250,000	-	4 (12,460) decrease due to adjustments in staffing
5	8,602	7,377	10,000	5 Overtime	7,255	7,255	-	5
6	122,339	154,405	141,785	6 Costs & Benefits	153,680	165,775	-	6 12,095
7	3,748	16,908	18,920	7 Workers Comp	11,810	15,000	-	7 3,190 Increase due to promoting 2 employees to full-time status and actuals
8	64,768	82,135	81,855	8 Health Care & Dental	86,500	99,500	-	8 13,000
9	540,590	724,412	758,339	9 TOTAL PERSONNEL SERVICES	796,295	816,800	-	9 20,505 Increase Total Personnel Services
10	9	9	10.5	10 TOTAL FULL-TIME EQUIVALENT (FTE)	12.75	13.00	0.00	10
MATERIALS AND SERVICES								
11	14,038	7,997	14,105	11 Advertising & Notifications	8,680	8,680		11
12	305,244	533,431	342,586	12 Repairs and Maintenance	452,797	436,155		12 Increase 1,200 due to lost personal vehicle compensation from Personnel Services and decrease 16,642 and moved to Professional Fees (16,642)
13	530,615	689,074	580,000	13 Fuel Purchased for resale	725,000	805,000		13 80,000 Increase due to anticipated expenditures for remaining FY
14	268,928	279,335	319,483	14 Utilities	279,173	292,964		14 13,791 increases due to extra spent on waste removal of boats
15	63,526	44,221	61,011	15 Office Expense	52,827	60,000		15 7,173
16	32,419	41,401	34,818	16 Bank Services & Finance Fees	40,482	50,482		16 20,000 Increase due to anticipated expenditures for remaining FY
17	2,690	9,535	10,162	17 Travel & Training	4,486	7,500		17 3,014
18	35,020	10,757	12,085	18 Permit, Licenses, Taxes, Misc.	13,000	37,000		18 24,000 Increase due to tenant's property tax paid by the Port
19	93,503	96,009	86,996	19 Insurance - Property, Liability & Bond	95,292	120,530		19 25,238 Increase due to increases in legal services and property & casualty insurance and anticipated expenditures for remaining FY
20	105,803	97,981	97,463	20 Professional Fees	95,425	138,266		20 42,841
21	1,451,786	1,809,721	1,558,709	21 TOTAL MATERIALS AND SERVICES	1,767,162	1,966,577	-	21 199,415 Increase Total Materials and Services
CAPITAL OUTLAY								
22	500			22 Land Improvements	15,000	73,000		22 Increase •Fire Hydrants Project •Land Improvements at the RV Park •Electrical Hookup & Material - Boat Wash Water System Decrease (electrical plug at transient dock project on (50,000) hold)
23				23 Buildings	50,000	-		23
23				23 Fire Hydrants - eliminating this line	15,000			23
24		29,724		24 Equipment & Vehicle/s	90,000	80,000		24 (10,000) decrease based on actuals
25			49,000	25 Security System - eliminating this line	40,000			25
26			6,000	26 Boat Launch Kiosk Shelter - eliminating this line				26
27				27 Electrical Bldg. at Transient Dock Area - eliminating this line	50,000			27
25	500	29,724	55,000	25 TOTAL CAPITAL OUTLAY	155,000	153,000	-	25 decrease Total Capital Outlay due to adjustments in previously planned projects and contractor's quotes (2,000)
26	1,992,876	2,563,857	2,372,048	26 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377	-	26 217,920 Increase Total Allocated Requirements for General Fund
REQUIREMENTS FOR OTHER ORG. UNITS OR PROGRAMS								
GENERAL FUND per Department Totals								
28	1,023,767	1,382,513	1,327,008	28 Administration/Marina/Moorage & Storage	1,638,807	1,684,247	-	28 45,440 Administration/Marina/Moorage & Storage
29	220,421	174,171	204,660	29 Beachfront RV Park	206,000	253,880		29 47,880 Beachfront RV Park
30	55,284	66,595	84,428	30 Boat Yard				30
31	101,214	226,806	132,218	31 Commercial Retail	121,160	145,160		31 24,000 Commercial Retail
32	606,099	712,127	632,114	32 Fuel Dock	782,490	853,090		32 100,600 Fuel Dock
33	2,328	1,645	2,620	33 Property Ground/Events				33
34	2,009,113	2,563,857	2,383,048	34 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377	-	34 217,920 Increase In Total Allocated Requirements

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FORM
LB-30

REQUIREMENTS SUMMARY
NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM
GENERAL FUND

Port of Brookings Harbor

	Historical Data			REQUIREMENTS DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
				PERSONNEL SERVICES NOT ALLOCATED				
1				1				1
2				2				2
3	-	-	-	3	-	-		3
				TOTAL PERSONNEL SERVICES				
4				4				4
				TOTAL FULL-TIME EQUIVALENT (FTE)				
				MATERIALS AND SERVICES NOT ALLOCATED				
5				5				5
6				6				6
7	-	-	-	7	-	-		7
				TOTAL MATERIALS AND SERVICES				
				CAPITAL OUTLAY NOT ALLOCATED				
8				8				8
9	-	-	-	9	-	-		9
				TOTAL CAPITAL OUTLAY				
				DEBT SERVICE				
10				10				10
11	-	-	-	11	-	-		11
				TOTAL DEBT SERVICE				
				SPECIAL PAYMENTS				
12				12				12
14	-	-	-	14	-	-		14
				TOTAL SPECIAL PAYMENTS				
				INTERFUND TRANSFERS				
15	167,313	130,120	130,120	15	130,120	130,120		15
16	468,051	383,464	368,283	16	423,485	423,485		16
			52,908		57,718	57,718		
17	734,245	62,609	75,000	17	-	-		17
18			684,000	18	100,000	100,000		18
19	21,473	126,200	24,000	19	34,000	34,000		19
20	1,391,082	702,393	1,334,311	20	745,323	745,323	-	20
21			76,363	21	20,000	20,000		21
22	1,391,082	702,393	1,410,674	22	765,323	765,323		22
				TOTAL REQUIREMENTS NOT ALLOCATED				
23	2,009,113	2,563,857	2,383,048	23	2,718,457	2,936,377	-	23
				TOTAL ORG./PROG. REQUIREMENTS				
24			3,793,722	24	3,483,780	3,701,700	-	24
				Total Appropriations				
25	280,776	243,690	45,000	25	50,000	168,300		25
				UNAPPROPRIATED ENDING FUND BALANCE				
26	3,680,971	3,509,940	3,838,722	26	3,533,780	3,870,000	-	26
				TOTAL REQUIREMENTS				

*Increase Total ORG/Prog.
Requirements for General Fund*
*Increase Total Appropriations
for General Fund*
*Increase due to expected
ending fund balance*
*Increase Total Requirements
for General Fund*

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FORM
LB-35

RESOURCES AND REQUIREMENTS
REVENUE BOND DEBT SERVICE FUND - USDA

Bond Debt Payments are 1

- Revenue Bonds or
 General Obligation Bonds

Port of Brookings Harbor

	Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
Resources									
1	98,825	99,898	98,395	1	Cash Carry Over	102,380	102,380	1	
2	1,880	1,760	2,000	2	Interest	500	500	2	
3	167,313	130,120	130,120	3	Transferred from General Fund	130,120	130,120	3	
4	268,018	231,778	230,515	4	TOTAL RESOURCES	233,000	233,000	- 4	
Requirements									
Bond Principal Payments									
					Issue Date	Budgeted Payment Date			
5	69,016	72,467	76,112	5	November 6, 2000	November 6, 2021	79,917	79,917	5
6		57,653		6					6
7	69,016	130,120	76,112	7	TOTAL PRINCIPAL		79,917	79,917	- 7
Bond Interest Payments									
					Issue Date	Budgeted Payment Date			
8	61,104		54,008	8	November 6, 2000	November 6, 2021	50,203	50,203	8
9				9					9
10	61,104	-	54,008	10	TOTAL INTEREST		50,203	50,203	- 10
Unappropriated Balance for Following Year By									
					Issue Date	Payment Date			
11	38,000			11	Transfer to Capital Projects RES#506				11
12	168,120	130,120	130,120	12	Total Appropriations		130,120	130,120	- 12
13	99,898	101,658	100,395	13	UNAPPROPRIATED ENDING FUND BALANCE		102,880	102,880	13
14	268,018	231,778	230,515	14	TOTAL REQUIREMENTS		233,000	233,000	- 14

*If this form is used for revenue bonds, property tax resources may not be included.

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RESOURCES AND REQUIREMENTS

Debt Service Fund

Debt Payments are for:

- Revenue Bonds or
- General Obligation Bonds

Port of Brookings Harbor

Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22					
Actual		Adopted Budget This Year Year 2020/21		Adopted by Governing Body JUN 2021 Resolution No. 2021- 06	First Supplemental Budget Resolution No. 2022-				
Second Preceding Year 2018/19	First Preceding Year 2019/20								
			Resources						
1	24,069	21,006	23,602	1	Cash Carryover	27,420	27,420		1
2	1,025	1,082	1,500	2	Interest	450	450		2
3	468,051	383,464	368,283	3	Transferred IN from General Fund	423,485	423,485		3
4				4					4
5	493,145	405,552	393,385	5	TOTAL RESOURCES	451,355	451,355		- 5
			Requirements						
			Principal Payments						
			Issue Date		Budgeted Payment Date				
6	864	15,192		6	Tidewinds	Monthly			6
7	12,060	12,802	13,616	7	Genie 2018 Forklift	Monthly on the 15th	14,469	14,469	7
8	42,676	45,079	47,754	8	50 BFMII Travelift Lease	Monthly on the 22nd	50,447	50,447	8
9	344,128	222,122	290,000	9	IFA Loans	Quarterly	310,000	310,000	9
10			4,800	10	IFA Sale of Assets		40,000	40,000	10
11	399,728	295,195	356,170	11	TOTAL PRINCIPAL		414,916	414,916	- 11
			Interest Payments						
			Issue Date		Budgeted Payment Date				
12	5,516	4,775	3,959	12	Genie 2018 Forklift	Monthly on the 15th	3,108	3,108	12
13	13,232	10,829	8,154	13	50 BFMII Travelift Lease	Monthly on the 22nd	5,461	5,461	13
14	3,663	59	-	14	IFA Loans	Quarterly			14
15				15					15
16	22,411	15,663	12,113	16	TOTAL INTEREST		8,569	8,569	- 16
			Unappropriated Balance for Following Year By						
			Issue Date		Payment Date				
17	50,000			17	Transfer to Capital Projects RES #506				17
18	472,139	310,858	368,283	18	Total Appropriations		423,485	423,485	- 18
19	21,006	94,694	25,102	19	UNAPPROPRIATED ENDING FUND BALANCE		27,870	27,870	19
20	493,145	405,552	393,385	20	TOTAL REQUIREMENTS		451,355	451,355	- 20

FORM
LB-35

RESOURCES AND REQUIREMENTS

RV Park Improvement Debt Service Fund

Debt Payments are for:

- Revenue Bonds or
- General Obligation Bonds

Port of Brookings Harbor

Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-			
Second Preceding Year 2018/19	First Preceding Year 2019/20							
			Resources					
1			1	Cash Carryover	-	-	-	1
2			2	Interest	-	-	-	2
3		52,908	3	Transferred IN from General Fund	57,718	57,718		3
4			4					4
5	-	-	5	TOTAL RESOURCES	57,718	57,718	-	5
			Requirements					
			Principal Payments					
			Issue Date		Budgeted Payment Date			
6			6	July 15, 2020	Monthly on the 15th	38,751	38,751	6
7		34,540	7	RV Park Restroom/Laundry Facility & Upgrade				7
8	-	-	8	TOTAL PRINCIPAL		38,751	38,751	- 8
			Interest Payments					
			Issue Date		Budgeted Payment Date			
9			9	July 15, 2020	Monthly on the 15th	18,967	18,967	9
10		18,368	10	RV Park Restroom/Laundry Facility & Upgrade				10
11	-	-	11	TOTAL INTEREST		18,967	18,967	- 11
			Unappropriated Balance for Following Year By					
			Issue Date		Payment Date			
12			12					12
13		52,908	13	Total Appropriations		57,718	57,718	13
14			14	UNAPPROPRIATED ENDING FUND BALANCE				14
15	-	-	15	TOTAL REQUIREMENTS		57,718	57,718	- 15

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RESOURCES AND REQUIREMENTS

CAPITAL PROJECTS FUND

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
				RESOURCES					
1	3,897	10,579	2,500	1	Cash Carryover	62,500	40,000	1	decrease cash carryovers (22,500) based on actuals
2	6			2	Interest	-	-	2	
3	734,245	62,609	75,000	3	Interfund Transfer from General Funds			3	
5	38,000			5	Interfund Transfer from Revenue Bond Fund			5	
6	50,000			6	Interfund Transfer from Debt Service Fund			6	
8	4,825	4,825		8	OSMB MAP Grant			8	
9	3,591			9	OSMB Boarding Dock Agreement #1587			9	
10	3,601			10	FEMA PW22 Storm Damage			10	
11	619,371	182,173		11	FEMA DR-2458-OR PW319 Basin 1 Piling Project			11	
12				12	FEMA DR-4432-OR and DR-4452-OR DREDGING elimating this line	300,000		12	
13				13	FEMA DR-4432-OR SLOPE REPAIR elimating this line	566,250		13	
14				14	FEMA DR-4432-OR and DR-4452-OR Build Sediment Enclosure elimating this line	262,500		14	
15				15	FEMA HMGP - RV Park and Boatyard Restoration elimating this line	371,250		15	
16			30,000	16	FEMA Matching Funds elimating this line & combining with FEMA DR-4433-&4452	500,000		16	
12			90,000	12	FEMA DR-4432-OR and DR-4452-OR		1,860,000	12	Increase - combined all resources related to FEMA 1,860,000 project DR-4432 and DR-4452
13	39,244			13	State Lottery Funds - IFA L16010 Dock Renovation			13	
14		14,154	570,000	14	State Lottery Funds - C2019375 Dock Repair & Improvement			14	
15	1,496,780	274,340	767,500	15	TOTAL RESOURCES	2,062,500	1,900,000	- 15	(162,500) decrease Total Resources
					REQUIREMENTS				
16	3,897	2,499		16	OSMB MAP Grant			16	
17	3,296			17	OSMB Boarding Dock Agreement #1587			17	
18	766,257			18	FEMA DR-2458 PW319 Basin 1 Piling Project			18	
24				24	FEMA DR-4432-OR and DR-4452-OR DREDGING elimating this line	400,000		24	
25				25	FEMA DR-4432-OR SLOPE REPAIR elimating this line	756,000		25	
19	39,244			19	State Lottery Funds - IFA L16010 Dock Renovation			19	
20	1,232	46,084	645,000	20	State Lottery Funds - C2019375 Dock Repair & Improv			20	
21	14,933			21	FEMA Forced Labor Expenses FEMA DR-4432-OR and DR-4452-OR	145,000	1,897,500	21	Increase - combined all expenditures related to FEMA 1,752,500 project DR-4432 and DR-4452
22	357			22	OSMB Grant Forced Labor Expenses			22	
23	656,985	220,427	-	23	Interfund Transfer from Capital Projects (Due to/From)			23	
24	1,486,201	271,840	765,000	24	Total Appropriations	2,060,000	1,897,500	- 24	(162,500) decrease Total Appropriations
25	10,579	2,500	2,500	25	UNAPPROPRIATED ENDING FUND BALANCE	2,500	2,500	25	
26	1,496,780	274,340	767,500	26	TOTAL REQUIREMENTS	2,062,500	1,900,000	- 26	decrease Total Requirements (162,500) for Capital Projects

condensing lines into one line item

RESOURCES AND REQUIREMENTS

Port Construction Fund

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
				RESOURCES					
1				1	Cash Carryover	575,000	575,000		1
2			5,000	2	Interest	2,000	2,000		2
3			684,000	3	Interfund Transfer from General Funds	100,000	100,000		3
4			-	4					4
5	-	-	689,000	5	TOTAL RESOURCES	677,000	677,000	-	5
					REQUIREMENTS				
6			689,000	6	RV Park Restroom/Laundry Facility & Improvements	677,000	677,000		6
7				7					7
8				8					8
9				9					9
10				10					10
11				11					11
12			689,000	12	Total Appropriations	677,000	677,000	-	12
13				13	UNAPPROPRIATED ENDING FUND BALANCE		-	-	13
14	-	-	689,000	14	TOTAL REQUIREMENTS	677,000	677,000	-	14

**FORM
LB-11**

RESOURCES AND REQUIREMENTS

Resolution #307 established this fund in 1998 for dock maintenance and future dock replacements. Eq, Land and Buildings (See attached Schedule C)

RESERVE FUND

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		RESOURCES AND REQUIREMENTS			
	Second Preceding Year 2018/19	First Preceding Year 2019/20						Adopted By Governing Body JUN 2021 Resolution No. 2021-06
				RESOURCES				
1	11,908	33,092	130,000	1	Cash Carryover	186,575	186,575	1
2	521	1,978	3,000	2	Interest	1,200	1,200	2
3	21,473	126,200	24,000	3	Transferred IN from General Fund	24,000	24,000	3
4				4	Transferred IN from General Fund (20% Asset Proceeds)	10,000	10,000	4
5				5				5
6				6				6
7	33,902	161,270	157,000	7	TOTAL RESOURCES	221,775	221,775	- 7
				REQUIREMENTS				
8				8	Transferred OUT to General Fund			8
9				9	Transferred OUT to Capital Projects Fund			9
10				10				10
11				11				11
12				12				12
13				13				13
14	-	-	-	14	Total Appropriations	-	-	- 14
15	33,902	161,270	157,000	15	UNAPPROPRIATED ENDING FUND BALANCE	221,775	221,775	15
16	33,902	161,270	157,000	16	TOTAL REQUIREMENTS	221,775	221,775	- 16

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SCHEDULES

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SCHEDULE A - REQUIREMENTS FOR: General Fund by Department

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Schedule A
GENERAL FUND BY DEPARTMENT
REQUIREMENTS FOR: Marina/Administration/Marine Services &
Events

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
PERSONNEL SERVICES									
1	45,436	78,755	84,500	1 Salary Port Manager -1	88,470			1	(88,470) increase due to combining Port Manager compensation with Port Office Staff and decrease 1,200 due to lost personal vehicle compensation and adjustments in staffing
2	123,446	123,472	116,465	2 Hourly / Port Office Staff - 3.5	132,000	219,270		2	87,270
3	79,335	232,635	256,620	3 Hourly / Operations Staff - 5.25	262,460	234,400		3	(28,060) decrease due to adjustments in staffing
4	2,750			4 Bonus				4	
5	4,670	6,718	9,137	5 Overtime	6,655	6,655		5	
6	122,339	154,405	141,785	6 Costs & Benefits	153,680	165,775		6	12,095 increase due to promotion of employee to full-time status, sick leave benefit actuals & increase for Worker's Comp. based on actuals
7	3,748	16,908	18,920	7 Workers Comp	11,810	15,000		7	3,190
8	64,788	82,135	81,855	8 Health Care & Dental	86,500	99,500		8	13,000
9	446,492	695,028	709,282	9 TOTAL PERSONNEL SERVICES	741,676	740,600		9	decrease Total Personnel Services for Marina/Admin., Marine Services & Events (975)
10	4	4	7.25	10 TOTAL FULL-TIME EQUIVALENT (FTE)	10.25	10.00	11.50	10	
MATERIALS AND SERVICES									
11	12,392	6,587	13,000	11 Advertising & Notifications	7,468	7,468		11	
12	171,190	313,309	186,223	12 Repairs and Maintenance	352,792	336,150		12	(16,642) decrease and moved to Professional Fees
13	130,659	116,483	133,220	13 Utilities	146,209	160,000		13	13,791 increase due to extra spent for waste removal, disposal of boats
14	54,639	41,502	54,462	14 Office Expense	48,260	55,433		14	7,173 increase due to anticipated expenditures for remaining FY
15	10,069	10,904	7,160	15 Bank Services & Finance Fees	10,708	10,708		15	
16	2,691	9,535	10,162	16 Travel & Training	4,486	7,500		16	increase due to anticipated expenditures for remaining FY 3,014
17	23,316	2,892	8,284	17 Permit, Licenses, Taxes, Misc.	5,134	5,134		17	
18	73,583	74,779	68,069	18 Insurance - Property, Liability & Bond	80,016	105,254		18	25,238 increases due to increases in legal services and property & casualty insurance and anticipated expenditures for remaining FY
19	93,736	81,770	82,146	19 Professional Fees	87,159	130,000		19	42,841
20	572,275	657,761	662,726	20 TOTAL MATERIALS AND SERVICES	742,232	817,647		20	75,415 increase Total Materials and Services
CAPITAL OUTLAY									
21	500			21 Land Improvements	15,000	46,000		21	increase *Fire Hydrants Project per approved bid *Electrical Hookup & Material - Boat Wash Water System decrease (Electrical Bldg at Transient Dock (50,000) Project on hold) 31,000
22				22 Buildings	50,000			22	
23				23 Fire Hydrants	15,000			23	
23		29,724		23 Equipment & Vehicle/s	90,000	80,000		23	(10,000) decrease based on actuals
25			49,000	25 Security System	40,000			25	
26			6,000	26 Boat Launch Kiosk Shelter				26	
27				27 Electrical Bldg. at Transient Dock Area	50,000			27	
24	5,000	29,724	55,000	24 TOTAL CAPITAL OUTLAY	155,000	126,000		24	decrease in Total Capital Outlay Marina/Admin., Marine Services & Events (29,000)
25	1,023,767	1,382,513	1,327,008	25 TOTAL DEPT. REQUIREMENTS	1,638,807	1,684,247		25	45,440 Requirements

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REQUIREMENTS FOR: BEACHFRONT RV PARK

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
PERSONNEL SERVICES								
1	38,356	28,653	48,194	1 Hourly / RV Park Office Staff - 2	54,120	60,000	1	<i>Increase due to promotion of 5,880 employee to full-time status</i>
2	11,620	72		2 Hourly / RV Park Operations Staff			2	
3	2,748	659	863	3 Overtime	600	600	3	
4				4			4	
5				5			5	
6				6			6	
7	52,724	29,384	49,057	7 TOTAL PERSONNEL SERVICES	54,720	60,600	- 7	<i>Increase Total Personnel Service for Beachfront RV Park 5,880</i>
8	1.50	1.5	1.25	8 TOTAL FULL-TIME EQUIVALENT (FTE)	1.25	2	8	
MATERIALS AND SERVICES								
9	1,646	1,410	1,105	9 Advertising & Notifications	1,212	1,212	9	
10	46,078	32,811	42,802	10 Repairs and Maintenance	38,471	38,471	10	
11	70,409	68,380	79,503	11 Utilities	74,685	74,685	11	
12	8,553	2,609	6,324	12 Office Expense	4,567	4,567	12	
13	14,411	20,109	17,500	13 Bank Services & Finance Fees	20,874	35,874	13	<i>Increase due to anticipated 15,000 expenditures for remaining FY</i>
14	11,625	6,905	2,771	14 Permit, Licenses, Taxes, Misc.	6,666	6,666	14	
15	761	1,732	1,066	15 Insurance - Property, Liability & Bond	1,341	1,341	15	
16	2,478	10,831	4,532	16 Professional Fees	3,464	3,464	16	
17	155,961	144,787	155,603	17 TOTAL MATERIALS AND SERVICES	151,280	166,280	- 17	
CAPITAL OUTLAY								
18				18 Land Improvements	-	27,000	18	<i>Increase for improvements: Gate Opener, Blocks and Fencing Divisions 27,000</i>
19				19 Buildings			19	
20	-			20 Equipment & Vehicle/s			20	
21	-	-	-	21 TOTAL CAPITAL OUTLAY	-	27,000	- 21	<i>Increase Total Capital Outlay 27,000 RV Park</i>
22	208,685	174,171	204,660	22 TOTAL DEPT. REQUIREMENTS	206,000	253,880	- 22	<i>Increase Total RV Park Requirements 47,880</i>

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Schedule A
GENERAL FUND BY DEPARTMENT
REQUIREMENTS FOR: BOATYARD

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
PERSONNEL SERVICES									
1	23,867			1	Hourly / Operations Staff				1
2	336			2	Overtime				2
3				3					3
4				4					4
5				5					5
6	24,203	-	-	6	TOTAL PERSONNEL SERVICES	-	-	-	6
7	1	1		7	TOTAL FULL-TIME EQUIVALENT (FTE)				7
MATERIALS AND SERVICES									
8	13,640	34,120	32,558	8	Repairs and Maintenance				8
9	7,872	26,337	43,505	9	Utilities				9
10	9,569	6,138	8,365	10	Insurance - Property, Liability & Bond				10
11				11	Permit, Licenses, Taxes, Misc.				11
12				12					12
13				13					13
14	31,081	66,595	84,428	14	TOTAL MATERIALS AND SERVICES	-	-	-	14
CAPITAL OUTLAY									
15				15					15
16				16					16
17	-	-	-	17	TOTAL CAPITAL OUTLAY	-	-	-	17
18	55,284	66,595	84,428	18	TOTAL DEPT. REQUIREMENTS	-	-	-	18

ELIMANATING THIS PAGE FROM BUDGET, SEE
MARINE SERVICES UNDER MARINA

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Schedule A
GENERAL FUND BY DEPARTMENT
REQUIREMENTS FOR: COMMERCIAL RETAIL

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22					
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-				
	Second Preceding Year 2018/19	First Preceding Year 2019/20								
PERSONNEL SERVICES										
1	5,284			1	Hourly / Operations Staff				1	
2	223			2	Overtime				2	
3				3					3	
4				4					4	
5	5,507	-	-	5	TOTAL PERSONNEL SERVICES	-	-	-	5	
6	1	1		6	TOTAL FULL-TIME EQUIVALENT (FTE)				6	
MATERIALS AND SERVICES										
7	24,257	146,747	57,791	7	Repairs and Maintenance	48,164	48,164		7	
8	54,247	61,791	56,480	8	Utilities	54,624	54,624		8	
9	79	682	1,030	9	Permit, Licenses, Taxes, Misc.	1,200	25,200	24,000	9	<i>Increased due to property tax reimbursements</i>
10	9,590	12,226	8,387	10	Insurance - Property, Liability & Bond	12,370	12,370		10	
11	7,534	5,360	8,530	11	Professional Fees	4,802	4,802		11	
12				12					12	
13	95,707	226,806	132,218	13	TOTAL MATERIALS AND SERVICES	121,160	145,160	24,000	13	<i>Increase Total Materials and Services</i>
CAPITAL OUTLAY										
14				14	Land Improvements				14	
15				15	Buildings				- 15	
16	-			16	Equipment & Vehicle/s				- 16	
17	-	-	-	17	TOTAL CAPITAL OUTLAY	-	-		- 17	
18	101,214	226,806	132,218	18	TOTAL DEPT. REQUIREMENTS	121,160	145,160	24,000	18	<i>Increase in Total Comm. Retail Requirements</i>

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Schedule A
GENERAL FUND BY DEPARTMENT
REQUIREMENTS FOR: FUEL DOCK

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
PERSONNEL SERVICES								
1	10,023			1 Hourly / Operations Staff		15,600		1 <i>Increased due average 15,600 operational hours at Fuel Dock</i>
2	626			2 Overtime				2
3				3				3
4	10,649	-	-	4 TOTAL PERSONNEL SERVICES	-	15,600	-	4 <i>Total Personnel Services for Fuel Dock</i>
5	0.25	0.5		5 TOTAL FULL-TIME EQUIVALENT (FTE)		0.25		5
MATERIALS AND SERVICES								
6	50,078	6,444	22,212	7 Repairs and Maintenance	13,370	13,370		7
7	530,615	689,074	580,000	8 Fuel Purchased for resale	725,000	805,000		8 <i>Increased due to fishing season & mild weather</i>
8	4,429	4,699	5,155	9 Utilities	3,655	3,655		9
9	335	110	225	10 Office Expense				10
10	7,938	10,388	10,158	11 Bank Services & Finance Fees	8,900	13,900		11 <i>increase due to anticipated 5,000 expenditures for remaining FY</i>
11		278		12 Permits, Licenses, Taxes, & Misc.	-	-		12
12		1,134	1,109	13 Insurance - Property, Liability & Bond	1,565	1,565		13
13	2,055		2,255	14 Professional Fees				14
14				15				15
15	595,450	712,127	621,114	16 TOTAL MATERIALS AND SERVICES	752,490	837,490	-	16 <i>increase Total Materials & 85,000 Services</i>
CAPITAL OUTLAY								
16			11,000	17 Land Improvements				17
17	-	-		18 Buildings				18
18				19 Equipment & Vehicle/s				19
19	-	-	11,000	19 TOTAL CAPITAL OUTLAY	-	-	-	19
20	606,099	712,127	632,114	20 TOTAL DEPT. REQUIREMENTS	752,490	853,090	-	20 <i>increase Total Fuel Dock 100,600 Requirements</i>

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REQUIREMENTS FOR: PROPERTY GROUND USE

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
PERSONNEL SERVICES								
1	1,017			1	Hourly / Operations Staff			1
2				2	Overtime			2
3				3				3
4				4				4
5	1,017	-	-	5	TOTAL PERSONNEL SERVICES			5
6	0.10	0.10		6	TOTAL FULL-TIME EQUIVALENT (FTE)			6
MATERIALS AND SERVICES								
7	3,000		1,000	7	Repairs and Maintenance			7
8	1,665	1,645	1,620	8	Utilities			8
9				9				9
10				10				10
11				11				11
12				12				12
13	4,665	1,645	2,620	13	TOTAL MATERIALS AND SERVICES	-	-	- 13
CAPITAL OUTLAY								
14				14	Golf Carts			14
15				15	2018 Genie Forklift			- 15
16	-			16	2018 Ford F150 Truck			- 16
17	-	-		17	Vehicle/s			- 17
18				18	Security System			18
19	-	-	-	19	TOTAL CAPITAL OUTLAY	-	-	- 19
20	5,682	1,645	2,620	20	TOTAL DEPT. REQUIREMENTS	-	-	- 20

ELIMANATING THIS PAGE FROM BUDGET, SEE
PROPERTY GROUND USE UNDER MARINA

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**REQUIREMENTS SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM
GENERAL FUND DEPARTMENT TOTALS**

Port of Brookings Harbor

	Historical Data			REQUIREMENT TOTALS	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-08	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
PERSONNEL SERVICES								
1	45,436	78,755	84,500	1 Salary Port Manager -1	88,470		1	(88,470) Increase due to combining Port Manager compensation with Port Office Staff and decrease 1,200 due to lost personal vehicle compensation and adjustments in staffing
2	126,196	123,472	116,465	2 Hourly / Port Office Staff - 3.5	132,000	219,270	2	87,270 increase due to promotion of employee to full-time status
3	38,356	28,653	48,194	3 Hourly / RV Park Office Staff	54,120	60,000	3	5,880 decrease due to adjustments in staffing
4	131,145	232,707	256,620	4 Hourly / Operations Staff	262,460	250,000	4	(12,460) decrease due to adjustments in staffing
5	8,602	7,377	10,000	5 Overtime	7,255	7,255	5	
6	122,339	154,405	141,785	6 Costs & Benefits	153,680	165,775	6	12,095 increase due to promotion of employee to full-time status & increase for Worker's Comp. based on actuals
7	3,748	16,908	18,920	7 Workers Comp	11,810	15,000	7	
8	64,768	82,135	81,855	8 Health Care & Dental	86,500	99,500	8	13,000
9	540,590	724,412	758,339	9 TOTAL PERSONNEL SERVICES	796,295	816,800	- 9	20,505 Increase Total Personnel Services
10	9	9	9.5	10 TOTAL FULL-TIME EQUIVALENT (FTE)	12.75	13	10	
MATERIALS AND SERVICES								
11	14,038	7,997	14,105	11 Advertising & Notifications	8,680	8,680	11	
12	305,244	533,431	342,586	12 Repairs and Maintenance	452,797	436,155	12	(16,642) decrease and moved to Professional Fees increase due to anticipated expenditures for remaining FY
13	530,615	689,074	580,000	13 Fuel Purchased for resale	725,000	805,000	13	80,000 increases due to extra spent on waste removal of boats
14	268,928	279,335	319,483	14 Utilities	279,173	292,964	14	13,791
15	63,526	44,221	61,011	15 Office Expense	52,827	60,000	15	7,173
16	32,419	41,401	34,818	16 Bank Services & Finance Fees	40,482	60,482	16	20,000
17	2,690	9,535	10,162	17 Travel & Training	4,486	7,500	17	-3,014 increase due to anticipated expenditures for remaining FY
18	35,020	10,757	12,085	18 Permit, Licenses, Taxes, Misc.	13,000	37,000	18	24,000 increase due to increases in legal services and property & casualty insurance and anticipated expenditures for remaining FY
19	93,503	96,009	86,996	19 Insurance - Property, Liability & Bond	95,292	120,530	19	25,238
20	105,803	97,961	97,463	20 Professional Fees	95,425	138,266	20	42,841
21	1,451,786	1,809,721	1,558,709	21 TOTAL MATERIALS AND SERVICES	1,767,162	1,966,577	- 21	199,415 Increase Total Materials and Services
CAPITAL OUTLAY								
22	16,737			22 Land Improvements	15,000	73,000	22	58,000 increase •Fire Hydrants Project •Land Improvements at the RV Park •Electrical Hookup & Material - Boat Wash Water System decrease Electrical Bldg at Transient Dock (50,000) Project
23				23 Buildings	50,000		23	
24				24 Fire Hydrants _____ *elimating this line	15,000		24	
24		29,724		24 Equipment & Vehicles	90,000	80,000	24	(10,000) decrease based on actuals
26			49,000	26 Security System _____ *elimating this line	40,000		26	
27			6,000	27 Boat Launch Kiosk Shelter _____ *elimating this line			27	
28				28 Electrical Bldg - at Transient Dock Area _____ *elimating this line	50,000		28	
25	16,737	29,724	55,000	25 TOTAL CAPITAL OUTLAY	165,000	153,000	- 25	(2,000) increase in Total Capital Outlay
26	2,009,113	2,563,857	2,372,048	26 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377	- 26	
REQUIREMENTS FOR OTHER ORG. UNITS OR PROGRAMS								
27				27 GENERAL FUND per Department Totals			27	increase requirements per department:
28	1,023,767	1,382,513	1,327,008	28 Administration/Marina/Moorage & Storage	1,638,807	1,684,247	28	45,440 Administration/Marina/Moorage & Storage
29	220,421	174,171	204,660	29 Beachfront RV Park	206,000	253,880	29	47,880 Beachfront RV Park
30	55,284	66,595	84,428	30 Boat Yard			30	
31	101,214	226,806	132,218	31 Commercial Retail	121,160	145,160	31	24,000 Commercial Retail
32	606,099	712,127	632,114	32 Fuel Dock	752,490	853,090	32	100,600 Fuel Dock
33	2,328	1,845	2,620	33 Property Ground/Events			33	
34	2,009,113	2,563,857	2,383,048	34 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377	- 34	217,920 Increase in Total Allocated Requirements

*elimating these lines, condensing line items under Capital Outlay to correspond with accounting reports

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INFORMATION ITEM – G

DATE: April 4, 2022
RE: South Coast Knight Security, Consent to Assignment & Assumption of Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port was notified by Four Aces Security Solutions to amend the security contract agreement with the Port. Four Aces Security Solutions purchased South Coast Knight Security.

DOCUMENTS

- Email to Port notifying of the change of company business name, 1 page
- Draft Consent to Assignment and Assumption of Agreement for Security Services, 2 pages
- POBH Agreement for Security Services, 5 pages

portmanager@portofbrookingsharbor.com

From: Audrey Miller <admin@4acesecurity.com>
Sent: Wednesday, March 23, 2022 3:19 PM
To: portmanager@portofbrookingsharbor.com
Subject: Private Security Contract

Port Manager,

I would like to amend the contract between the Port of Brookings and South Coast Knight Security to reflect the name change of the company to Four Aces Security Solutions LLC. Payments may be made to Four Aces Security Solutions LLC at 16340 Lower Harbor Rd. Ste. 1 #271 Brookings, OR 97415. Also I have "Patrolled By" signs and stickers for you.

-Joshua Kemp
Four Aces Security Solutions

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR SECURITY SERVICES

This Consent to Assignment and Assumption of Agreement for Security Services (“Consent”) dated as of April 20, 2022, is made by and among the Port of Brookings Harbor (“the Port”), an Oregon municipal corporation, South Coast Knight Security, LLC (“Assignor”) and Four Aces Security Solutions LLC (“Assignee”).

WHEREAS, Assignor entered into an agreement with the Port on September 21, 2021 to provide security services, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor has sold its security business to Four Aces Security Solutions LLC and

WHEREAS, the Port is willing to execute the Consent, subject to all of the terms and provisions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. CONSENT TO ASSIGNMENT. The Port hereby consents to the assignment and assumption of the Agreement for Security Services referenced above, as amended, by Assignor to Assignee subject to the terms and provisions of this Consent.
2. FURTHER ASSIGNMENT. This Consent is not to be deemed a consent to the further assignment of the agreement. Pursuant to the agreement, the Port’s consent in writing must be obtained prior to any further assignment of the agreement.
3. ASSUMPTION OF OBLIGATIONS. Assignee hereby assumes all of the obligations of Assignor arising under the agreement from and after April 20, 2022 and agrees to be bound by and to perform all of the terms, covenants, agreements, provisions, and conditions of the agreement on Assignor’s part to be performed or observed from and after April 20, 2022.
4. RELEASE OF ASSIGNOR. This Consent serves as a waiver and release of the continuing obligations of Assignor under the agreement as of April 20, 2022. Assignor will remain responsible for any liabilities and obligations incurred up to that date.
5. GOVERNING LAW. This Consent will be governed and construed in accordance with Oregon Law.

IN WITNESS WHEREOF, this Consent has been executed as of the ____ day of April, 2022.

PORT:	ASSIGNOR:	ASSIGNEE:
Richard Heap, President Board of Commissioners Attest:	Thomas Sorrentino, Member South Coast Knight Security, LLC	Joshua Kemp, Owner Four Aces Security Solutions LLC
_____ Commissioner		

Port of Brookings Harbor Agreement for Security Services

This Agreement for Security Services ("Agreement") is made and entered into this 21st day of September, 2021 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and South Coast Knight Security LLC, an Oregon limited liability company, herein referred to as "Contractor."

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1.0. Effective Date and Duration. This Agreement will become effective upon its execution by the POBH and will expire, unless otherwise terminated or extended, two years from the date of its execution. Upon the expiration of its two-year term, this Agreement may be extended for an additional term of one-year upon agreement of the parties. If an extension is not executed prior to the expiration of the Agreement, the parties may agree to continue the Agreement on a month-to-month basis for up to six months.

2.0. Scope of Services. Contractor's services under this Agreement consist of the following (the "Work"):

- A. Daily operations include, but not limited to the following:
 - i. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
 - ii. Monitor and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicles.
 - iii. Enforce all Port ordinances and policies as requested by the Port Commission or the Port Manager.
 - iv. Provide assistance to the general public.
 - v. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
 - vi. Lock restrooms at 10:00pm and reopen them at 4:00am.
 - vii. Lock RV Park gate at 10:00pm.
- B. Provide properly trained and uniformed personnel to perform the above operations.
- C. Provide a clearly marked vehicle for patrol.
- D. Provide the necessary communications equipment.
- E. Provide additional security during special events for Port properties (event planners must provide their own security).
- F. Hours of security patrol are 10:00 pm to 4:00 am, seven days a week, 2 hours minimum per shift.
- G. Report directly to the Port Manager or designee by means of daily shift reports and occurrence reports.

3.0. Compensation & Billing.

3.01. Compensation. Contractor will be compensated on an hourly basis for services rendered as follows:

- o \$46.35 per hour (2 hour minimum per shift)
- o \$69.53 per hour for (1 hour minimum for call-outs or requests for additional service)

3.02. Invoicing. Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will

exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

4.0. Licensing and Certification. Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement, specifically including, but not limited to, Security Guard Training and Security Manager License Certification.

5.0. Status of Contractor as Independent Contractor. Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

6.0. Early Termination.

6.01. Mutual Consent. This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

6.02. For Cause by POBH. The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A. If due to budgetary considerations, the POBH decides to cease contracting for security services;
- B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

6.03. No Prejudice. Any such termination of this Agreement under paragraph 5.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.04 Remedies Not Exclusive. The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

7.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8.0. Anti-Discrimination. Contractor must not discriminate in the employment and treatment of employees based upon their race, color, religion, sex or national origin.

9.0. Insurance. Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

9.01. Coverages. Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance with the following minimum coverage amounts:

Commercial General Liability Insurance	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation Insurance	\$500,000
Comprehensive Automobile Liability Insurance	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)

9.02. Additional Insured Provision. The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

9.03. Insurance Carrier Rating. Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9.04. Certificates of Insurance. As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

9.05. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

9.06. Notice of Cancellation. Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

9.07. Effect of Insurance. The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

10.0. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

Port of Brookings Harbor
Attn: Port Manager
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415

South Coast Knight Security, LLC
16340 Lower Harbor Road Unit 1 #271
Brookings, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

11.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

11.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

11.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

11.02. Compliance with Wage and Hour Laws. ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

12.0. Nonwaiver. The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

13.0. Assignment. The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

14.0. **Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

15.0. **Amendment.** No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

16.0. **Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.


17.0. **Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

18.0. **Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

19.0. **Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the POBH has caused this agreement to be executed by its duly authorized undersigned officer and the Contractor has executed this agreement on the date herein above first written.

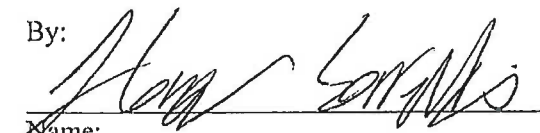
**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS**


By: Joseph Speir, Vice-President

ATTEST:

Sharon Hartung, Secretary / Treasurer

**CONTRACTOR:
SOUTH COAST KNIGHT SECURITY, LLC**

By: 
Name:
Its: Thomas Sorrentino
ops. man -

INFORMATION ITEM – H

DATE: April 4, 2022
RE: Business Oregon FEMA Matching Project L22009 Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Business Oregon Special Public Works Fund Emergency Project Financing Contract L22009 is for the FEMA DR-4432 disaster repairs and mitigation matching amounts.

DOCUMENTS

- Special Public Works Fund Emergency Project Financing Contract L22009, 16 pages

Recipient: Port of Brookings Harbor

Project Number: L22009

CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1. **Contract** signed and dated by the authorized official. Please return signature page only.
2. **Signature Card** with certification by the authorized official. Please return the complete document.
3. **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.

Please let your Regional Project Manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.

SPECIAL PUBLIC WORKS FUND EMERGENCY PROJECT
FINANCING CONTRACT

Project Name: Boat Basins 1 & 2 Repair FEMA DR-4432 (FEMA Match)

Project Number: L22009

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the Port of Brookings Harbor (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost”: \$1,898,928

“Grant Amount”: \$474,732

“Project Closeout Deadline”: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline”: 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract shall terminate on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to Funding Commitment. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Department receives and approves evidence of (a) OR Emergency Management / FEMA approval of activities as described in the approved Project Worksheet (as described in Exhibit B) and (b) FEMA's payment of 75% of the requested reimbursement.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
 - (8) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD. Recipient may not use any of the Grant proceeds for costs that are not allowed under the FEMA Project Worksheet or that are not in the Project Budget.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.

- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, and (b) incur and perform its obligations under this Contract.
 - (3) This Contract, executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B and Exhibit C is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD 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 Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or

established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road system of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapter 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS Chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. Recipient shall:
- (1) Provide OBDD with copies of all plans and specifications relating to the Project.
 - (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD.
 - (3) Permit OBDD to conduct field engineering and inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. The Project is and will continue to be owned by Recipient for ten years after the Project Completion Date. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements, for ten years after the Project Completion Date. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance

on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, until ten years after the Project Completion Date, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Unless specifically described in Exhibit B, for ten years after the Project Completion Date, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- H. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any proceeds from such disposition, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.
- I. Records; Accounts. The Recipient shall keep accurate books and records for the use of all Financing Proceeds and the expenditure or utilization of all resources used in the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of

such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD 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 attorney’s fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver 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.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as OBDD reasonably determines may be necessary or desirable.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
 - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds used by OBDD to fund the Financing Proceeds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with

the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest that is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) is invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall, at the request of OBDD, cooperate with OBDD to provide information OBDD may need to compute any arbitrage rebate payments which may be due in connection with the Lottery Bonds. Recipient shall, at the request of OBDD, report any information on expenditure of amounts that are paid to the Recipient under this Contract, which OBDD reasonably requires to comply with the arbitrage compliance and rebate requirements which apply to the Lottery Bonds. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Financing Proceeds that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Grant may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, or in any document provided by Recipient related to the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than that referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorney’s fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

H. Attorney's Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorney's fees and costs at trial and on appeal. Reasonable attorney's fees cannot exceed the rate charged to OBDD by its attorneys.

I. 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.

J. 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.

K. Execution in 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.

SIGNATURES BELOW

The 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
Oregon Infrastructure Finance Authority
of the Oregon Business Development
Department



PORT OF BROOKINGS HARBOR

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Richard Heap, President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 15 Month 2022
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 27 December 2021.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient will remove, from its boat basins 1 and 2, approximately 8,000 cubic yards of sediment deposited during the February 24, 2019 Federal Disaster DR-4432. The Recipient will also construct bank protection measures to boat basins 1 & 2 perimeters to prevent future storm damage. This incident is covered under FEMA DR-4432 and the FEMA award is listed as Project 406-4432.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Construction – FEMA DR 4432	\$474,732	\$1,424,196
Total	\$474,732	\$1,424,196

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient Port of Brookings Harbor	Project Number L22009
--	---------------------------------

Signatures of Delegated Authorized Individuals to Request Payments
 (Two signatures are required to request disbursement of funds)

_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must <u>not</u> sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must <u>not</u> sign here)
--	--

Additional Signatures (if desired)

_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must <u>not</u> sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must <u>not</u> sign here)
--	--

I certify that the signatures above are of the individuals authorized to draw funds for the cited project.

 Typed Name, Title and Date

(2) _____
 Signature of Highest Elected Official or duly authorized official for the Recipient (Must **not** be listed in item (1) a through (1) d above)

Agency Use Only: Date Received:

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

- | Item # | Explanation |
|---------|--|
| (1) a-d | Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: Two signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.) |
| (2) | Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here must not be listed in Item (1) a through d. |
| (3) | Leave blank—Oregon Business Development Department will sign here. |

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

250

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

Port of Brookings Harbor

93-6013807

Recipient

Federal Tax ID Number

Boat Basins 1 & 2 Repair FEMA DR-4432

L22009

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 COTTAGE ST NE STE U60
SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

Title(s) _____

Date

Telephone Number

Fax Number

INFORMATION ITEM – I

DATE: April 4, 2022
RE: Business Oregon FEMA Matching Project L22008 Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Business Oregon Special Public Works Fund Emergency Project Financing Contract L22008 is for the FEMA DR-4452 disaster repairs and mitigation matching amounts.

DOCUMENTS

- Special Public Works Fund Emergency Project Financing Contract L22008, 16 pages

Recipient: Port of Brookings Harbor

Project Number: L22008

CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1. **Contract** signed and dated by the authorized official. Please return signature page only.
2. **Signature Card** with certification by the authorized official. Please return the complete document.
3. **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.

Please let your Regional Project Manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.

SPECIAL PUBLIC WORKS FUND EMERGENCY PROJECT
FINANCING CONTRACT

Project Name: Boat Basins 1 & 2 Repair FEMA DR-4452 (FEMA Match)

Project Number: L22008

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the Port of Brookings Harbor ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost": \$1,835,734

"Grant Amount": \$458,934

"Project Closeout Deadline": 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline": 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract shall terminate on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to Funding Commitment. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Department receives and approves evidence of (a) OR Emergency Management / FEMA approval of activities as described in the approved Project Worksheet (as described in Exhibit B) and (b) FEMA's payment of 75% of the requested reimbursement.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
 - (8) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD. Recipient may not use any of the Grant proceeds for costs that are not allowed under the FEMA Project Worksheet or that are not in the Project Budget.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.

- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, and (b) incur and perform its obligations under this Contract.
 - (3) This Contract, executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B and Exhibit C is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD 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 Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or

established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road system of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapter 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS Chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. Recipient shall:
- (1) Provide OBDD with copies of all plans and specifications relating to the Project.
 - (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD.
 - (3) Permit OBDD to conduct field engineering and inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. The Project is and will continue to be owned by Recipient for ten years after the Project Completion Date. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements, for ten years after the Project Completion Date. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance

on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, until ten years after the Project Completion Date, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Unless specifically described in Exhibit B, for ten years after the Project Completion Date, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- H. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any proceeds from such disposition, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.
- I. Records; Accounts. The Recipient shall keep accurate books and records for the use of all Financing Proceeds and the expenditure or utilization of all resources used in the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of

such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD 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 attorney’s fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver 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.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as OBDD reasonably determines may be necessary or desirable.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
 - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds used by OBDD to fund the Financing Proceeds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with

the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest that is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) is invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall, at the request of OBDD, cooperate with OBDD to provide information OBDD may need to compute any arbitrage rebate payments which may be due in connection with the Lottery Bonds. Recipient shall, at the request of OBDD, report any information on expenditure of amounts that are paid to the Recipient under this Contract, which OBDD reasonably requires to comply with the arbitrage compliance and rebate requirements which apply to the Lottery Bonds. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Financing Proceeds that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Grant may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, or in any document provided by Recipient related to the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than that referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorney's fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

H. Attorney's Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorney's fees and costs at trial and on appeal. Reasonable attorney's fees cannot exceed the rate charged to OBDD by its attorneys.

I. 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.

J. 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.

K. Execution in 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.

SIGNATURES BELOW

The 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
Oregon Infrastructure Finance Authority
of the Oregon Business Development
Department



PORT OF BROOKINGS HARBOR

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Richard Heap, President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 15 Month 2022
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 27 December 2021.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient will remove, from its boat basins 1 & 2, approximately 30,000 cubic yards of sediment deposited during the April 6, 2019 Federal Disaster DR-4452. The Recipient will also construct bank protection measures to boat basins 1 & 2 perimeters to prevent future storm damage. This incident is covered under FEMA DR-4452 and the FEMA award is listed as Project 406-4452.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Construction – Project 406-4452	\$458,934	\$1,376,800
Total	\$458,934	\$1,376,800

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient Port of Brookings Harbor		Project Number L22008	
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)			
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must <u>not</u> sign here)		_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must <u>not</u> sign here)	
Additional Signatures (if desired)			
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must <u>not</u> sign here)		_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must <u>not</u> sign here)	
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)		Agency Use Only: Date Received: 	

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

Port of Brookings Harbor

93-6013807

Recipient

Federal Tax ID Number

Boat Basins 1 & 2 Repair FEMA DR-4452

L22008

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 COTTAGE ST NE STE U60
SALEM OR 97301-3970

Get the form here: [www.oregon.gov/das/Financial/AcctgSys/Documents/ACH Enrollment Form.pdf](http://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf)

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number _____.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

Title(s) _____

Date

Telephone Number

Fax Number

INFORMATION ITEM – J

DATE: April 4, 2022
RE: Live-Aboard Policy Update
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Travis and I reviewed the Live-aboard Policy with Port Legal Counsel. Their opinion is the policy is well written, but couple of words should be changed if the Board decides to continue with the policy. The word "boat" should be changed to "vessel" and remove the word "dwelling". The words boat or dwelling could be considered at a structure or building which could refer to the resident tenant laws.

DOCUMENTS

- None, 1 page

INFORMATION ITEM – K

DATE: April 4, 2022
RE: Moorage License Agreement Revisions
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port Legal Counsel provided their recommended changes to strengthen the Moorage License Agreement.
- Board further discussed the condition of boats in the harbor possibly requiring surveys, inspections, bonds, or some financial responsibility of potential problem boats.
- Port staff is rescinding the recommendation removing “Live-Aboard” status at the Port of Brookings Harbor.
- Board requested all new semi-annual and annual moorage vessels to the Port of Brookings Harbor 30 years and older to provide a copy of marine survey conducted within the last 12 months. Section 9 of the agreement was updated to include this change.

DOCUMENTS

- Draft Moorage License Agreement, 6 pages



Port of Brookings Harbor
 16330 Lower Harbor Road / PO Box 848
 Brookings, Oregon 97415
 Phone (541) 469-2218
 Fax (541) 359-3999
 www.portofbrookingsharbor.com

Board of Commissioners
 Richard Heap, President
 Joseph Speir, Vice-President
 Sharon Hartung, Secretary/Treasurer
 Kenneth Range
 Larry Jonas

MOORAGE LICENSE AGREEMENT

Slip No.: _____ Permit No.: _____

BILL TO: Owner Operator

BOAT OWNER PHYSICAL ADDRESS:

Name: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: (____) _____ - _____
 Cell Phone: (____) _____ - _____
 Email: _____

BOAT OPERATOR/OWNER BILLING ADDRESS:

Name: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: (____) _____ - _____
 Email: _____
 Driver's License Verification: Yes No
 Commercial Fishing License: Yes No N/A
 Proof of Ownership: Bill of Sale or Registration/Title

GUARANTOR FOR CORPORATE OWNER/OPERATOR

Name: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: (____) _____ - _____
 Cell Phone: (____) _____ - _____
 Email: _____

IN CASE OF EMERGENCY PLEASE NOTIFY:
 (When Owner/Operator is away and cannot be reached)

Name _____
 Telephone: (____) _____ - _____

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INSURANCE INFORMATION:

Insurance Co.: _____
 Policy #: _____
 Exp. Date: _____

BOAT INFORMATION:

Boat Name _____
 Reg / Doc #: _____
 Length Overall: _____ Beam: _____ Draft: _____
 Year: _____ Make: _____

Check all that apply: Sail Inboard Outboard
 Other: _____
 Recreational Commercial Charter

MOORAGE LICENSE TERM & TYPE:

From _____ To _____
 Type: Recreational Commercial
 Annual Semiannual Monthly Weekly
 Daily Transient Other _____
 Fee*: _____

This Moorage License Agreement is subject to the terms and conditions set forth on the Moorage License Agreement and to the Port of Brookings Harbor ordinances, presently in effect or that become in effect in the future, and which may be accessed on the Port's website.
 Renewal letter will be sent out 60 days prior to expiration date. Fees for moorage are due and payable in advance for the entire term. Moorage License Agreements that are not signed will be terminated 30 days after the renewal date.
 Permission to "live-aboard" and "Storage" must be specifically authorized in writing by the Port of Brookings Harbor by separate agreement.
 *Moorage fees are payable in advance. Moorage agreement automatically reverts to a monthly rate if not paid in full within 30 days. Past due accounts will be assessed a late charge of \$1.00 or 1.5% per month (18% per annum) whichever is greater. In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any Return Payment.

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**PORT OF BROOKINGS HARBOR
MARINA BEST MANAGEMENT PRACTICES**

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ENGINES AND BILGES

- Use absorbent bilge pads or socks to soak up oil and fuel.
- Recycle and/or dispose of petroleum products properly.
- Dispose of used oil filters properly and make sure they are thoroughly drained.
- Do NOT discharge bilge water if there is a sheen to it.
- Do NOT dispose of any fuels or used oil in the marina's dumpsters.
- Contact the Port Office for the nearest oil recycling locations.
- Fueling of boats inside marina slips is prohibited.
- Immediately report all releases of fuels, oils and observed sheens on water.

PAINTING AND VARNISHING

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less.
- Always mix paints and epoxy over tarp.
- Always use a drip pan and/or drop cloth (tarp) when painting.
- Spray painting is not allowed within the marina.
- Do NOT dispose of paints or solvents in the marina's dumpster.

SURFACE PREPARATION

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps.
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander.
- Stretch tarps between the side of the boat and the dock when working over the water.

SEWAGE

- Untreated sewage should never be discharged directly overboard.
- Store sewage in holding tanks and dispose of properly at pump-out stations.
- Ensure Marina Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). DO NOT DISCHARGE ANY MSD while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible.

SOLID WASTE DISPOSAL

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle.
- Harvested fish must be cleaned using the designated fish cleaning stations or on vessels and disposed of properly. All solid fish waste must be disposed of into garbage receptacles or as approved by OSMB, as it is illegal to dispose of fish carcasses in Oregon waterways.
- Dispose of all garbage in the proper shore-side receptacles.
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles.

No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.

Unattended storage items are not allowed on marina docks.

ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE PORT OFFICE FOR MORE INFORMATION AT: (541) 469-2218.

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Thank you for helping us to protect the environment and keep a clean and enjoyable facility!

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Moorage License Agreement
General Terms and Conditions

1. **MOORAGE SPACE:** The Port of Brookings-Harbor ("Port") grants to the designated Owner/Operator ("Licensee") a license for moorage of the designated vessel in the moorage space identified on the front of this Agreement. The Port reserves the right in its sole discretion and without notice to reassign any vessel or stored material to an alternate site of the Port's choosing, permanently or temporarily, to accommodate emergency situations, repairs or administrative needs.
2. **FEES & CHARGES: FEES ARE BASED ON SIZE OF SLIP OR LENGTH OF BOAT, WHICHEVER IS THE GREATER.** Fees for moorage are due and payable in advance for the entire term of this Agreement. Moorage fees are NON-REFUNDABLE in whole or in part for daily, weekly, monthly and semiannual payments. Annual moorage, upon 30-days' notice from Licensee, will be refunded on a pro-rated basis at monthly rates. In addition to items covered specifically in this Agreement, Licensee agrees to pay whatever other fees or charges for additional services provided by the Port. The Port shall have right to recover any and all costs, including attorney fees, associated with the collection of any sums hereunder, whether or not suit is filed, or incurred in the salvage, termination, removal or sale of the vessel or personal property pursuant to this Agreement or any applicable Port ordinance. Past due accounts will be assessed a late charge of \$1.00 or 1.5% per month (18% per annum) whichever is greater.
3. **UTILITIES:** The Port does not guarantee the functionality, continuity or characteristics of the electricity or water provided by the Port. All risk associated with electricity supply, including risk to any of the vessel's electrical components or circuitry is entirely at Licensee's risk. Water, power and trash are included in the moorage rate. Licensee is responsible for any abuse of utilities and will be charged accordingly during the term of moorage, whether the vessel is physically in the assigned slip or not.
4. **RULES AND REGULATIONS:** Licensee agrees to comply at all times with any and all Rules and Regulations promulgated by any Federal, State, Local or this Port. Further, Licensee agrees to abide by special requests made in the interests of public or vessel safety by Port Manager or his/her designee. It is Licensee's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's Ordinance is available from the Port Office or website.
5. **INSURANCE:** Licensee agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Said policy must include coverage for wreckage removal and fuel spill liability. The policy shall be endorsed to add the Port of Brookings Harbor as an additional insured and to provide not less than 30 day advance notice to the Port of any cancellation or modification of the policy. A copy of said insurance shall be provided to the Port. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate
6. **VESSEL ACCESS:** Licensee grants the Port free access at all times to the vessel for purpose of inspection for compliance with this Agreement or with Port ordinances, movement of the vessel, fighting fire or other casualty, or at the discretion of the Port, the prevention of any casualty or potential hazard. The Port assumes no responsibility for any damage that may occur arising from the assertion of this right.
7. **WAIVER OF RESPONSIBILITY:** The obligation of the Port under this Agreement is limited to furnishing a portion of dock space reasonably necessary for vessel moorage. The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. Licensee is fully responsible for himself, his family, his employees, his or invitees to the Port's premises, and for the vessel, and agrees to hold the Port harmless and free from all expense, including attorney fees, for claims for any damages, injury or loss resulting from the acts or failure to act omissions of Licensee, his family, his employees, or invitees or arising from the vessel.
8. **ACCEPTANCE OF PREMISES:** Licensee acknowledges he has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Licensee agrees to keep the assigned premises neat, clean, free of hazardous or flammable materials and to preserve the assigned space in as good condition and repair as is now or may be put hereafter by the Port. Unattended storage items are not allowed on marina docks.
9. **CONDITION OF VESSEL:** Licensee shall keep the vessel in seaworthy condition and fully operable at all times while in the water and shall secure and otherwise attend to the needs of the vessel. Failure to do so may result in the vessel being deemed a hazardous vessel in accordance with Port ordinance and removed at Licensee's risk and expense. Licensee understands that this action is taken to protect the Port and does not imply any responsibility for storage on the part of the Port. Upon the request of Port Licensee will promptly provide Port with a current report prepared by a marine surveyor accepted or approved by the Port confirming the seaworthiness of the vessel. All new semi-annual or annual moorage vessels to the Port of Brookings Harbor 30 years or older to provide a copy of marine survey conducted within the last 12 months.
10. **ASSIGNMENT, TRANSFER AND SUB-LEASE:** This license is not assignable or transferable to any other party.

Licensee may replace vessel with another of like size but must notify the Port immediately of the vessels particulars with the prior written consent of the Port, which consent shall be at the Port's sole discretion. Licensee may change operators but must notify the Port within 5 days with the particulars of the new operator, including name, address and telephone. Licensee must notify the Port within at least 10 days prior to any of the sale of the vessel and prior to any transfer of title to the vessel the vessel must be removed or the new owner must be accepted as a new Licensee by the Port in writing, which acceptance shall be completed a new Moorage License Agreement which may or may not be granted by the Port, at the Ports sole discretion.

11. **MOORAGE RENEWAL AND TERMINATION:**

Vessels remaining on the Port's premises after the expiration of this agreement shall be deemed abandoned and subject to removal or sale by the Port, and the moorage fee shall thereafter be increased by 150% and continue to accrue until the vessel is removed, but the continuing accrual of moorage fees or payment thereof after termination shall not affect the effectiveness of the termination of this Agreement unless otherwise agreed in writing. The Port may, upon 30 days written notice cancel long term Moorage License Agreement for repeated violations of Port Ordinances, Rules or Regulations.

12. **PORT'S RIGHTS UPON NON-PAYMENT OR**

ABANDONMENT: Any vessel deemed to be abandoned for any of the reasons stated herein is subject to seizure by the Port. A vessel shall be deemed abandoned thirty (30) days from the due date of payment or the failure to renew and prepay the license. The Port may chain, lock or remove the vessel from its assigned location on the Port premises at its sole discretion and refuse access by Licensee to such property until all accounts are paid in full including the Ports costs of seizure, including attorney fees and other costs of collection. The Port shall not be responsible for any loss or damage to the vessel seized during the entire time said vessel remains in the Port's possession. At any time following the date of seizure the Port's, in its sole discretion, may offer for sale to the highest bidder, upon public notice in accordance with the Port's ordinance, the vessel or property so seized.

13. **CHANGE OF ADDRESS:**

Licensee is responsible to notify the Port of any change of mailing address or email address or change of telephone number. All billings will be deemed delivered when mailed to the address of record supplied by Licensee.

14. **NON-WAIVER AND JURISDICTION:**

The failure of the Port to enforce all or any part of this Agreement shall not constitute a waiver of any rights, including that which may have failed to enforce, under this Agreement. This Agreement shall be construed under the laws of the State of Oregon.

15. PERSONAL GUARANTY OF PRINCIPAL OF

CORPORATE OWNER/OPERATOR: All Moorage License Agreements with corporate Owners or Operators must be personally guaranteed by one or more controlling principal(s) of the corporate Owner/Operator. Any and all Guarantor(s) signing this Agreement acknowledge that they are personally benefitted by this Agreement, and that they unconditionally guarantee the timely performance of all of the Licensee's obligations hereunder. The liability of each Guarantor under this Guaranty is not limited and extends to all of Licensee's obligations hereunder, including indemnities. The liability of each Guarantor is continuing, joint and several, and continues until all of Licensee's obligations hereunder have been fully satisfied. Guarantor(s) shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under the Guaranty or that, but for this paragraph, might discharge or otherwise reduce, limit, or modify Guarantor's obligations under this Guaranty. Guarantor waives and surrenders to the fullest extent allowed by law any defense to any liability under this Guaranty based upon any such action by or on behalf of the Port. It is the express intent of Guarantor that Guarantor's obligations under this Guaranty are and shall be absolute, unconditional, and irrevocable. Guarantor agrees to pay all reasonable attorneys' fees and all other costs and expenses that may be incurred by the Port in the enforcement of the Guaranty or in the preservation, protection, or enforcement of any rights of the Port in any case commenced by or against Guarantor under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

15.16. "LICENSEE" FURTHER AGREES:

- No moorage will be allowed unless designated by the Port Manager or his/her representative. The right is reserved to refuse moorage if in the best interest of the "PORT".
- Departure from or cancellation of moorage space will not be recognized unless the "PORT" office is notified by the owner or operator and a record is made of the departure or cancellation.
- Annual moorage rates are described as paid in advance for one full year.
- All moorage rates will be paid according to overall length of "VESSEL" or length of dock, whichever is greater.
- Annual moorage rates not renewed by full payment within thirty (30) days of due date become delinquent and automatically revert to the monthly rate charge.
- All rentals which are thirty (30) days past due shall accrue a late payment charge of \$1.00 or 1.5% (18.0% APR), whichever is greater.
- All rates and charges of any "PORT" facilities or services are considered on a NO REFUND basis. Annual moorage, upon 30-days' notice from Licensee, will be refunded on a pro-rated basis at monthly rates.
- Personal subleasing or sublicensing of any "PORT" facilities is prohibited.

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Commented [WJG1]: Note that federal admiralty law may apply to an agreement to provide moorage, but even so it can be supplemented by state law. I don't think any change necessary to this language.

- Failure to pay for charges or misuse of "PORT" facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.
- The storage is a matter of license to use space rather than a bailment. "LICENSEE" agrees to hold "PORT" harmless from any responsibility for preservation, security, or protection of items stored within the storage facility.
- No fabrication or repair of hull, wheelhouse cabin or deck gear.
- No sandblasting, welding or fiber glassing.
- No exterior painting of hull, cabin or deck gear.
- No storage of hazardous materials or chemicals.
- All items must be kept on board "VESSEL".
- No storage of miscellaneous gear will be allowed on the docks around "VESSEL".
- No electrical service is available in storage yard without prior arrangements made with Harbormaster or Port Manager. Additional fees will be charged for this service.
- Licensee further agrees that before over the water "VESSEL" maintenance and repairs take place at the Port of Brookings Harbor, the "PORT" will be immediately contacted to ensure conformity with the State of Oregon Best Management Practices.
- [The Port expressly retains, and does not waive, all rights and remedies provided under federal admiralty law.](#)

INFORMATION ITEM – L

DATE: April 4, 2022
RE: Non-Moorage Charter and Guide Boat Launch Fee
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Charter/Guide owners have contacted Port staff asking if the boat launch fee is included in the new rate. There was no discussion whether the launch fee was included in the new rate.
- Does the Board want to include the \$5 boat launch fee in the new annual fee it created.

DOCUMENTS

- None, 1 page

INFORMATION ITEM – M

DATE: April 4, 2022
RE: Curry County Tourism and Promotions Committee
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Port was invited to present our Strategic Business Plan idea for a sidewalk along Lower Harbor Road to the Curry County Tourism and Promotions Committee.
- The meeting is April 7 from 9am to 12:30pm in Gold Beach.
- Port staff has made a presentation to show the committee a need for a sidewalk and lighting along Lower Harbor Road and pathway at the RV Park.
- Funding for these projects would come from Travel & Lodging Taxes the county receives.

DOCUMENTS

- Curry County Tourism and Promotions Committee Agenda, 1 page
- Port Presentation, 11 pages



CURRY COUNTY BOARD OF COMMISSIONERS
TOURISM AND PROMOTIONS COMMITTEE

Monday February 28, 2022– 4:00 P.M.

Annex – Blue Room

www.co.curry.or.us

AGENDA
February 28, 2022

A. CALL TO ORDER

B. ADDITIONS TO AGENDA

C. APPROVAL OF MINUTES

D. DISCUSSION ITEMS

1. Old business:

- ❖ Update from Lookout (Strategic Planning) Holly to answer questions
- ❖ Update on Winter Promo's (Madden & Sparkloft)
- ❖ Update on Financial Report (Qtr. Numbers)
- ❖ Strategic Plan Workshop Dates (Commitments from committee)
March 3, 2022 9:00am-12:30pm Zoom; April 7, 2022 9:00am-12:30pm
Location TBD

2. New business:

- ❖ Proposed Budget FY 2022-23
- ❖ Website (Lodging Promo)
- ❖ American Music Festival Sponsorship
- ❖ Events (Booth Volunteers)

3. Committee Updates: (Open floor for each committee member)

E. FUTURE MEETINGS:

F. ADJOURN

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.



Port of Brookings Harbor

LOWER HARBOR ROAD
SIDEWALK – Part 1



The Port of Brookings Harbor Strategic Business Plan identifies public amenities to improve the appeal and attract tourism. Page 25 shows an overview of the Port's objects which includes sidewalks along Lower Harbor Road.



Lower Harbor Road with bike lane adjacent to Port Retail Center parking lot



Lower Harbor Road with bike lane adjacent to Port Retail Center parking lot

Lower Harbor Road with bike lane adjacent to Port commercial / industrial areas





Lower Harbor Road with bike lane adjacent to Port commercial / industrial areas



Lower Harbor Road with bike lane adjacent to Basin 2 Boat Moorage

2810

Proposed Funding Opportunity and Cost Analysis – Part 1

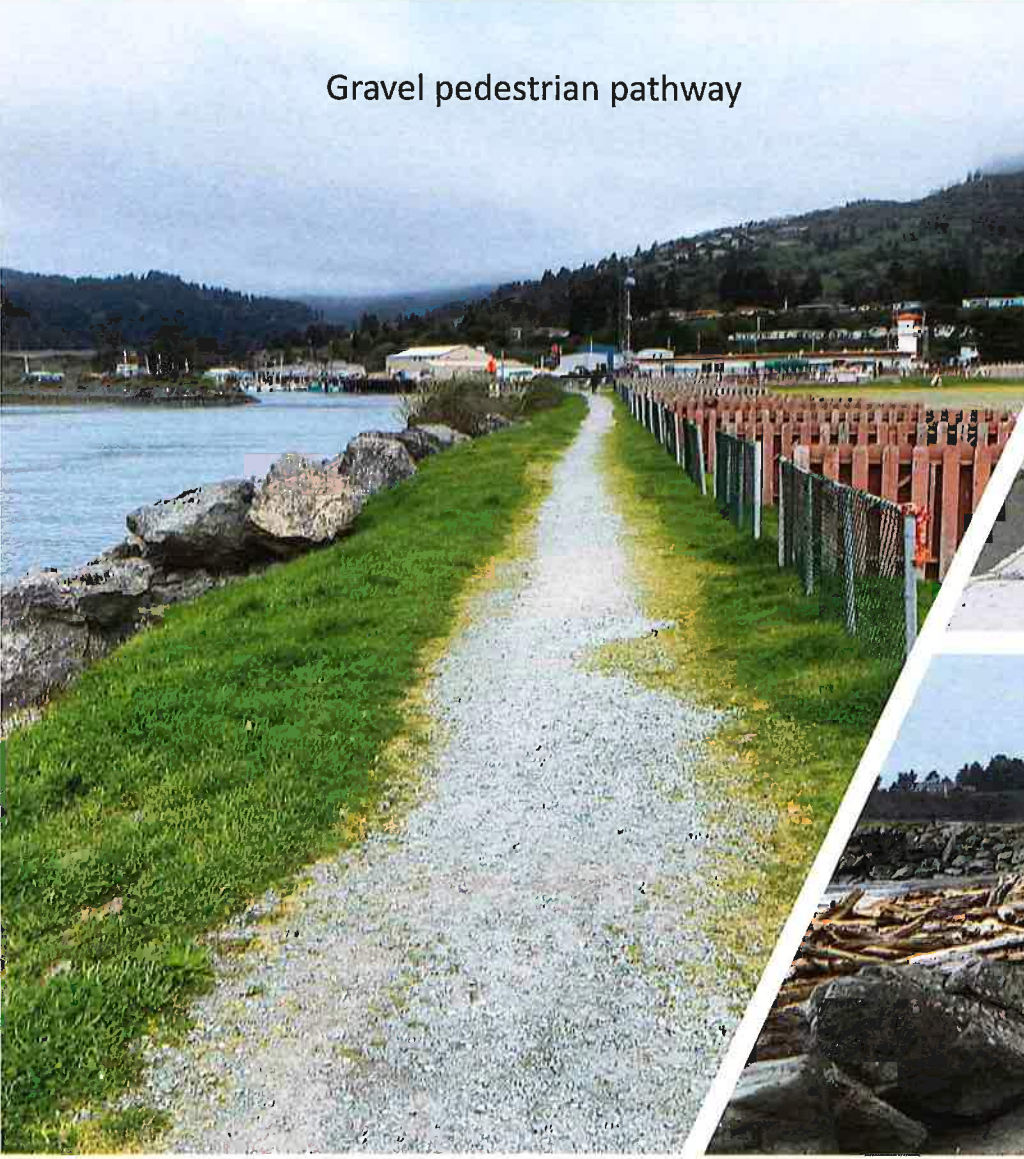
- Pedestrian sidewalk along the west side of Lower Harbor Road from Shopping Center Drive to Boat Basin Road is approximately 3,700 feet long at 5 feet wide is 18,500 square feet.
- Google search provided an average cost per square foot for a concrete sidewalk at \$5.50.
- Pedestrian lighting along the sidewalk could provide a safer atmosphere.
- Google search for street lighting costs could range from \$2,000 to \$4,000 depending on location of power availability and type of lighting (solar, LED, etc.). Approximately 40 to 60 lights could be needed.



Port of Brookings Harbor

BEACHFRONT RV PARK
PEDESTRIAN PATHWAY –
Part 2

Gravel pedestrian pathway



Existing pedestrian pathway



Gravel pedestrian pathway



Proposed Funding Opportunity and Cost Analysis – Part 2

- Nearly 500,000 vehicles visit Beachfront RV Park to enjoy the scenery, stay at the RV Park or exercise on the existing pathways.
- The pedestrian pathway extends along the ocean front, Chetco River and across Basin 2. The pathway to be upgraded is approximately 1,600 feet long and at 5 feet wide is 8,000 square feet.
- Google search the materials cost from \$2 to \$6 per square foot and installation costs \$5 to \$7 per square foot. The total costs would range from \$7 to \$13 per square foot.
- One or two street crosswalks should be installed on Boat Basin Road for safer crossing.

INFORMATION ITEM – N

DATE: April 4, 2022
RE: Draft MOU Curry County Sheriff Substation
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- A question was raised by Commissioner Hartung in the December Regular Commissioner Meeting during the review of expenses if the Port had an agreement with Curry County Sheriff Department for the space in the retail center.
- After searching the Port records and inquiring with the County, no agreement was found.
- The attached draft MOU was reviewed by Port Legal Counsel and sent to the County for their review on March 22. The County is currently reviewing the draft.

DOCUMENTS

- Draft MOU between the Port and Curry County Sheriff Department, 3 pages

MEMORANDUM OF UNDERSTANDING
Between
The Port of Brookings Harbor
and the
Curry County Sheriff Department

The Port of Brookings Harbor, a municipal corporation of the State of Oregon, (hereinafter referred to as "Port") and the Curry County Sheriff Department, a department of Curry County of the State of Oregon, (hereinafter referred to as "CCSD") enter into this Memorandum of Understanding ("MOU") effective as of the date the MOU is signed by both parties.

FACTS

Port owns and operates 69 acres of commercial fishing, sport fishing, retail and recreational property located off Lower Harbor Road in Harbor, Oregon. The Port owns numerous restroom and retail facilities that are located on Port property. The Port has the responsibility of maintaining those facilities.

Curry County is located at the southwest corner of the State of Oregon, bordered by the Pacific Ocean to the west, the State of California to the south, Coos County to the north and Josephine County to the east.

With a population of just over 23,000, Curry County consists of three incorporated cities: Port Orford, Gold Beach and Brookings. There are also several unincorporated communities, including; Langlois, Carpenterville, Agness, Wedderburn and Harbor. The Curry County Board of Commissioners is the governing body for all areas of the county outside the three incorporated cities.

Curry County has 42 special districts which provide specific public services to various areas or sections of the county. These include fire districts, hospital districts, sewer and water districts, public transit districts and school districts.

PURPOSE

The purpose of this MOU is to establish an agreement between the Port and CCSD with regard to Port-owned retail building repairs. CCSD is occupying space located at 16350 Lower Harbor Road, Suite 201, Brookings, OR 97415 (hereinafter referred to as "Premises") as a Sheriff Substation for southern Curry County. There is no rent associated with this office space, but occasionally necessary repairs are needed to keep the premises occupiable.

PROCEDURE

Maintenance and Repair – CCSD Obligations

Section A

1. CCSD is at all times during the term of this MOU, and at CCSD sole cost and expense, obligated to keep the entire of the Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Premises by earthquake, or act of God. Port has no obligation and has made no promise to alter, remodel, improve, repair,

decorate, or paint the Premises or any part thereof. Port does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Port will have no liability for interference with CCSD use because of repairs and installations. CCSD will have no claim against Port for any interruption or reduction of services or interference with CCSD occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of CCSD.

2. CCSD will be responsible for any repairs necessitated by CCSD breach of this MOU or the negligent or intentional acts of CCSD, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Port under Section B.
3. CCSD is responsible for all repairs to the Premises which the Port is not explicitly required to make under Section B.
4. On the last day of the term hereof, or upon any sooner termination, CCSD must surrender the Premises to Port in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. CCSD shall leave power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning and plumbing which were on the Premises prior to the commencement of occupying the space, in good operating condition.
5. To the greatest extent permitted by law, and except to the extent caused by Port's gross negligence or willful misconduct, CCSD shall indemnify, defend (using legal counsel acceptable to Port) and save Port harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Port's personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) occupation, use or improvement of the Premises by CCSD or its employees, agents or contractors, (ii) any act or omission of CCSD, or of any officer, agent, employee, guest or invitee of CCSD, or of any such entity in or about the Premises.

Maintenance and Repair - Port Obligations

Section B

1. Provide adequate means of ingress and egress to the Premises.
2. Provide access to a water supply and electricity.
3. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Premises.
4. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section A, with respect to the Premises, including the roof and gutters, exterior walls (includes painting), structural members, floor slabs and foundation.

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding will be for a period of five years from the date the MOU is signed by the Port and CCSD.

IN WITNESS WHEREOF, the authorized representatives of the Port of Brookings Harbor and the Curry County Sheriff Department as parties hereto pursuant to the authority granted to them hereby approve this Memorandum of Understanding and accept the provisions contained herein.

PORT OF BROOKINGS HARBOR

Date: _____

Richard Heap, President

Joe Speir, Vice-President

Sharon Hartung Secretary / Treasurer

Ken Range, Commissioner

Larry Jonas, Commissioner

CURRY COUNTY SHERIFF DEPARTMENT

Date: _____

John Herzog, Chair

Chris Paasch, Vice Chair

Court Boice

Sheriff John Ward