

# PORT OF BROOKINGS HARBOR

## Special Commissioner Meeting

16350 Lower Harbor Rd Suite 202

Thursday, May 14, 2020 • 2:00pm

Teleconference / Webinar

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**Meeting Teleconference Call-In Number:**

**1 (301) 715-8592**

**Meeting ID:**

**845 7104 5275**

**Participant ID: # (to mute/unmute: \* 6)**

**Webinar Access: [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)**

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### TENTATIVE AGENDA

#### 1. CALL MEETING TO ORDER

- 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](mailto:danielle@portofbrookingsharbor.com) prior to the meeting, no later than 2pm day of meeting. \*\*\*Please wait to be called on before speaking\*\*\*)

#### 4. ACTION ITEMS

**Page #**

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| C. Art at the Port.....  | 33 |
| D. Crow/Clay & Associates Inc Agreement for Person Services Amendment No. 1..... | 36 |

#### 5. INFORMATION ITEMS

- A. None

#### 6. COMMISSIONER COMMENTS

7. **NEXT REGULAR MEETING DATE** – Tuesday, May 19, 2020 at 6:00pm

#### 8. ADJOURNMENT

# ACTION ITEM – A

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**DATE:** May 14, 2020  
**RE:** Business Oregon Payment Relief Plan  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Business Oregon provided a loan payment relief proposal for the Port of Brookings Harbor due to the COVID-19 crisis.
- The proposal defers the current quarterly payment due. Freezes interest on all 9 outstanding balances indefinitely. Deferred interest amount of \$3.1 million is still due.
- If the Port misses a quarterly payment without notifying Business Oregon, the frozen interest will be recalculated at the original interest rates and added to the deferred outstanding.
- The Port should set a goal paying all outstanding loan amounts within the next 10 years. To achieve this goal, payments would need to double.
- This proposal would be an addendum to the 2009 Restructure Agreement.

## DOCUMENTS

- Ports Programming – COVID-19 Payment Relief Request, 2 pages
- Correspondence Email with Business Oregon Stephanie Prybyl, 2 pages
- Business Oregon 2009 Restructure Agreement, 2 pages

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Business Oregon COVID-19 Port Payment Relief proposal and begin contract amendment paperwork with Business Oregon.

**Ports Programming – COVID 19 Payment Relief Requests**

**Recommendation Form**

**Section 1. Port Request Narrative: (To be completed by Ports Program Policy Coordinator)**

The Port of Brookings Harbor submitted a COVID 19 Payment Relief Request Form, with supporting documentation, to Business Oregon on April 10, 2020. While financial impacts are not fully reflected in March, the financial hit will be documented in April, and negative impacts will increase quickly as the crisis continues. Three (3) years of work to stabilize the Port’s finances are at risk.

The Port noted that in response to emergency orders, businesses, tourism (impromptu visits and planned events such as the Kite Festival) and the Port’s RV Park has closed. Public use of the launch ramp and fish station have been restricted; the Port is navigating signage, additional cleaning requirements and trash removal to keep pace with public health standards. The Port has provided payment relief to their respective (37) tenants. Staff have been placed on furlough. Mitigation efforts are under continual evaluation.

The Port has an emergency meeting with their Port Commission scheduled for this Friday, April 17, 2020. The Port Manager is preparing for worst case – zero (restricted and unrestricted) funds. If it is possible to have an approved, internal recommendation to them by then, the Port Manager would be grateful. Contract drafting and execution would follow from there.

**Section 2. Financial Overview and Recommendation: (To be completed by Public Finance Officers)**


<b>Public Finance Officer:</b>																																																																														
<b>Loan Details:</b>	<table border="1"> <thead> <tr> <th>Program</th> <th>Executed</th> <th>Loan</th> <th>Interest</th> <th>Approved Amount</th> <th>Current Balance</th> <th>Deferred Int. Amount</th> </tr> </thead> <tbody> <tr> <td>OPRF</td> <td>05/30/1996</td> <td>520139</td> <td>5.00%</td> <td>357,000.00</td> <td>49,314.85</td> <td>178,480.17</td> </tr> <tr> <td>OPRF</td> <td>07/05/2001</td> <td>525172</td> <td>6.00%</td> <td>300,000.00</td> <td>112,890.28</td> <td>145,880.79</td> </tr> <tr> <td>OPRF</td> <td>09/10/2002</td> <td>525176</td> <td>7.00%</td> <td>672,500.00</td> <td>265,060.31</td> <td>283,274.15</td> </tr> <tr> <td>OPRF</td> <td>02/11/2003</td> <td>525181</td> <td>4.88%</td> <td>440,000.00</td> <td>176,083.86</td> <td>356,632.67</td> </tr> <tr> <td>SPWF</td> <td>11/14/2001</td> <td>L02001</td> <td>5.35%</td> <td>400,000.00</td> <td>168,413.72</td> <td>251,265.76</td> </tr> <tr> <td>SPWF</td> <td>06/06/2002</td> <td>L02009</td> <td>6.00%</td> <td>1,316,855.00</td> <td>687,054.62</td> <td>1,069,204.15</td> </tr> <tr> <td>SPWF</td> <td>11/02/1995</td> <td>L96003</td> <td>6.00%</td> <td>333,000.00</td> <td>-</td> <td>345,922.54</td> </tr> <tr> <td>SPWF</td> <td>04/27/1998</td> <td>L98004</td> <td>6.00%</td> <td>500,000.00</td> <td>49,177.09</td> <td>320,547.05</td> </tr> <tr> <td>SPWF</td> <td>12/17/2002</td> <td>X03004</td> <td>4.88%</td> <td>342,000.00</td> <td>187,397.32</td> <td>207,598.08</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td></td> <td></td> <td><b>\$4,661,355.00</b></td> <td><b>\$1,695,392.05</b></td> <td><b>\$3,158,805.37</b></td> </tr> </tbody> </table>	Program	Executed	Loan	Interest	Approved Amount	Current Balance	Deferred Int. Amount	OPRF	05/30/1996	520139	5.00%	357,000.00	49,314.85	178,480.17	OPRF	07/05/2001	525172	6.00%	300,000.00	112,890.28	145,880.79	OPRF	09/10/2002	525176	7.00%	672,500.00	265,060.31	283,274.15	OPRF	02/11/2003	525181	4.88%	440,000.00	176,083.86	356,632.67	SPWF	11/14/2001	L02001	5.35%	400,000.00	168,413.72	251,265.76	SPWF	06/06/2002	L02009	6.00%	1,316,855.00	687,054.62	1,069,204.15	SPWF	11/02/1995	L96003	6.00%	333,000.00	-	345,922.54	SPWF	04/27/1998	L98004	6.00%	500,000.00	49,177.09	320,547.05	SPWF	12/17/2002	X03004	4.88%	342,000.00	187,397.32	207,598.08	<b>Total</b>				<b>\$4,661,355.00</b>	<b>\$1,695,392.05</b>	<b>\$3,158,805.37</b>
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<b>Next Payment Due:</b>	06/15/2020																																																																													
<b>Next Payment Amount:</b>	\$62,500.00																																																																													
<b>Repayment Commencement Date:</b>	09/15/2020																																																																													
<b>Repayment Source:</b>	Port’s General Fund																																																																													
<b>Additional Notes (Finance, Fiscal, Contracts, etc.):</b>	The Port has been paying an additional \$10,000.00 per quarter, but per the most recent contract amendment is only required to make quarterly payments of \$62,500.00.																																																																													
<b>Recommendation (provide payment relief, provide</b>	Provide the Port with assistance relief in the form of freezing the interest rate at 0.00% on all outstanding balances indefinitely and deferring the quarterly payment 1 period. The now deferred interest of \$3.1M will still be due and the Port will continue making \$62,500.00																																																																													

<i>additional forms of payment relief, no payment relief:</i>	<i>quarterly repayments until the deferred amount has been satisfied. Should the Port default or stop making payments without notice to the Department, the frozen interest will be recalculated at the original interest rates and added to the deferred outstanding.</i>
<i>Will deferment exceed a 30 year term (Y/N)</i>	<i>Yes. The deferred interest of \$3.1M will take longer than the original 25 year term to repay.</i>

*(Add additional tables as necessary)*

**Section 3. Approval (To be completed by Management)**

**Direction:** *(Complete process in accordance with Port Payment Relief Policy and Procedure, provide additional forms of payment relief, no payment relief, other)*

<b>Signature:</b> 	<b>Date:</b> May 4 2020
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*Last Updated: 4/15/20*

**From:** PRYBYL Stephanie \* BIZ <Stephanie.Prybyl@oregon.gov>  
**Sent:** Wednesday, May 6, 2020 9:46 AM  
**To:** Gary Denlinger  
**Cc:** STEVENS Sean \* BIZ; WERTH Ted \* BIZ; TABOR Edward \* BIZ  
**Subject:** Business Oregon - Brookings Harbor: Payment Relief Terms  
**Attachments:** Brookings - COVID 19 Ports Payment Relief - Recommendation Form - April 2020\_Final.pdf

Hello Gary,

Please accept this email as an update on Ports Programming Payment Relief.

On April 10th, Business Oregon announced a payment relief effort specifically for Oregon's public ports impacted by COVID-19. Though this is a difficult time for everyone, the agency recognized ports have been working hard in responding to emergency declarations and adjusting as circumstances quickly change. Business Oregon asked ports with agency loans to complete a weekly report to ascertain how adjustments to port business models have impacted corresponding revenue streams. Additionally, Business Oregon requested the same of all ports, as the more centralized information there is about port impacts, the better able the agency will be to inform ports collectively, policy-setters and decision-makers.

The Port of Brookings had been documenting and quantifying adjustments to its business models, which helped the Port to be among the first to respond to Business Oregon. Business Oregon is in receipt of the Port's payment relief form, thank you again for submitting, and now has payment relief terms to share.

Between our organizations there are 9 loans outstanding; our agency appreciates that the Port has been submitting quarterly payments over the balance due. Our management approved relief in the form of freezing the interest rate at 0.00% on all outstanding balances indefinitely and deferring the quarterly payment one period. The now deferred interest (\$3.1M) will still be due and the Port will continue making quarterly payments (\$62,500) until the deferred amount has been satisfied. Should the Port default or stop making payments without notice to the Department, the frozen interest will be recalculated at the original interest rates and added to the deferred outstanding. Attached please find the recommendation form the agency relied upon to devise these terms for ease of reference.

Before we move to contract amendment as the next step, we will regroup over a teleconference. Please let me know of a date and time that work for you and your team; I will plan for Business Oregon from there. If/when a contract amendment is ready, I will send it to the Port for review and execution. Once finalized, this will serve as formal record for our respective entities.

All this said, COVID19 is not over. Please keep reporting impacts to the port using the same payment relief form. Business Oregon will communicate over these loans and wishes to work with you on matters moving forward.

Should you have any questions in the meantime, please do not hesitate to contact me.

Thank you again for your efforts.

Respectfully,

Stephanie

Stephanie Prybyl  
Ports Program Policy Coordinator  
Business Oregon | [www.oregon4biz.com](http://www.oregon4biz.com)



Ifa

## Restructure Agreement

The Port of Brookings Harbor (POBH) has requested to restructure the repayment of outstanding OPRF and SPWF loans. The Oregon Business Development Department Infrastructure Finance Authority (IFA) has approved a restructured repayment plan for outstanding OPRF and SPWF loans to POBH. The following considerations and priorities have guided development of the debt restructure proposal: 1) *Implement a repayment structure that is supported by Port cash flows,* 2) *Repay all loan Principal,* 3) *Minimize cost of recovery,* 4) *Minimize negative impacts to Port revenue producing assets,* and 5) *Collect Interest owed on outstanding loans.*

The following outlines key elements of the debt restructure agreement:

### 1. General Agreement

- a. Target agreement execution to be January, 2010.
- b. POBH is to repay SPWF loan L94005 (\$117K) and OPRF loan 040-095 (\$71K) principal by June 30, 2010 (total approx. \$188K). Port intends to make total payments of \$196,500 by FYE 2010 that will be applied to these loans accordingly.
- c. IFA will maintain regular communication with POBH and IFA staff will periodically attend Port commission meetings, particularly through the first three year period. POBH and IFA agree that all agreements will be memorialized in writing and signed by authorized persons in each organization.
- d. No prepayment penalty on loans.
- e. POBH shall not incur new debt without prior IFA approval.

### 2. Loan Restructure Terms

- a. Port is to make level quarterly installment payments of \$62,500 beginning September, 2010 through March, 2030.
- b. Interest is to accrue quarterly according to each Note's current interest rate.
- c. Any interest not satisfied in the current period will be deferred, non-compounding, until satisfied.
- d. Any interest not satisfied at the maturity of each Note may be forgiven, at the discretion of the IFA Director. Should interest be forgiven, the Port shall become ineligible to apply for IFA program loan assistance for a period of 5 years from the date that interest is forgiven.
- e. Loan repayment order will be to loan with earliest maturity first.
- f. Regular quarterly installment payments will be applied first to principal, then to current period interest, then to any deferred interest outstanding.
- g. Irregular payments are anticipated from property sales and other sources that will be applied first to deferred interest outstanding, then to current period interest, then to principal.

### 3. Security and Other Debt

- a. POBH is to pay in full upon agreement execution the notes to Curry County (Parcel V) and McVay (Parcel I, Tract B) of approximately \$86,512 and County to release the liens on those properties.
- b. POBH will, on a best-efforts basis, continue to pursue a restructuring of the \$300,000 note with CFCU which has a first lien on Parcel VIII. CFCU has expressed, informally, a willingness to do this. In the event a land swap for debt cannot be worked out with CFCU, IFA would be given first lien rights on Parcel VIII.
- c. POBH will grant IFA a first lien security interest in each real property parcel it owns, with the possible exception of the Smuggler's Cove parcel should POBH successfully negotiate a restructured agreement with CFCU that requires CFCU to obtain a lien on that parcel.

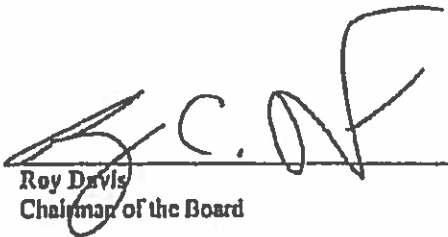
- d. IFA will not unreasonably withhold a partial lien release of any sold property parcel provided POBH delivers 80% of the net proceeds of any property sales to IFA for repayment of loans and POBH retains the remaining 20% in a restricted capital reserve account.

The parties hereto have caused this debt restructure agreement to be duly executed as of the latest dates set forth beside their respective signatures.


Signed:

  
Lynn Schoessler, Deputy Director  
Oregon Business Development Department

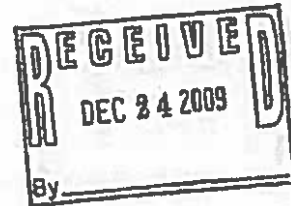
12/12/09  
Date

  
Roy Davis  
Chairman of the Board

12-22-09  
Date

  
Ted Fitzgerald  
Port Director

12-22-09  
Date





## **ACTION ITEM – B**

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**DATE:** May 14, 2020  
**RE:** Reopening Beachfront RV Park Plan  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Curry County removed the ban on transient lodging stay limits last week.
- Curry County submitted their application to the Governor to reopen the County in Phase 1 mode. Governor will respond as early as Friday, May 15, if the County is eligible.
- If Curry County is eligible for Phase One Reopening, the Port should look into reopening the RV Park beginning May 26. Oregon Health Authority provided Outdoor Recreation Guidance information for Phase One Reopening. RV Park will be required to follow these guidelines when its reopened. Items our RV Park will do to reopen:
  - COVID-19 information pamphlets will be given to each RV Park guest.
  - RV Park sites have a 6-person maximum limit.
  - Every other site will be closed to help social distancing.
  - Beach ramps will not be installed to prevent beach crowds.
  - Install social distancing signs throughout the RV Park parking and walking areas.
  - RV Park Office will use the walkup window and frequently clean and disinfect office materials.
- Oregon State Parks campground sites are still closed through May 25.
- Oregon State Parks has reopened some of their limited day-use only sites May 6. Other parks will slowly return to offering services starting the week of May 11.

### DOCUMENTS

- Governor Kate Brown Draft Remarks: Reopening Oregon Phase 1, 7 pages
- Oregon State Parks, May 9 Updated Report, 8 pages
- Oregon State Parks Status Map as of May 11, 2020, 1 page
- Oregon Health Authority, Phase One Reopening Guidance for Outdoor Recreation, 2 pages
- OHA Novel Coronavirus Fact Sheet pamphlet, 2 pages
- OHA Avoidance pamphlet, 1 page
- OHA Physical Distancing pamphlet, 1 page
- OHA COVID-19 Testing Basics, 2 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve reopening Beachfront RV Park, if Curry County enters Phase 1 Reopening, on May 26, 2020 following Oregon Health Authority Phase 1 Reopening Guidelines.

**Good morning everyone.**

**I'm here today to share new details on my plan for reopening Oregon, and the safety measures we're putting in place to help move Oregon forward.**

**Joining me is Pat Allen, Director of the Oregon Health Authority, and Dr. Renee Edwards from Oregon Health & Science University — she serves on my Medical Advisory Panel. And Dr. Dean Sidelinger, our state epidemiologist.**

**It's been just over two months since Oregon reported our first case of COVID-19. Since that first case, we've joined the world in facing this historic pandemic head on.**

**We have taken extraordinary measures to protect our communities as we've fought this virus, shuttering parts of our economy in an effort to save lives.**

**Today, thanks to millions of Oregonians following the strict physical distancing orders I put in place, I am happy to say these sacrifices have prevented as many as 70,000 COVID-19 infections, and 1,500 hospitalizations in Oregon.**

**We are on track in meeting the goals that doctors and public health experts have laid out for us. And that means we now have the opportunity to begin rebuilding a safe and strong Oregon.**

- We have stabilized COVID-19 hospitalizations statewide — in fact, we hit a record low this past week with fewer than 100 coronavirus hospitalizations across the state.**
- We are increasing and enhancing supply chains for personal protective equipment. We still don't have everything we need, but things are improving.**
- We have finalized our statewide testing and contact tracing strategy. We have been ramping up those programs rapidly so we can safely and quickly track, trace and isolate new cases.**

**From the very onset of this crisis, I've said that data and science would inform my decisions. And science and data remain my guideposts as we begin the reopening of Oregon.**

**But let me be very clear: these choices are not easy; as we reopen parts of our economy, we know and expect that there may be an uptick in new coronavirus cases. That's why we have to be prepared in every single**

**corner of the state, because as we've seen, an outbreak can occur anywhere.**

**Reopening any part of our state comes with risk. This virus is still very dangerous, and it still poses a great threat. Until there is a vaccine, unfortunately, we will not be able to go back to life as we knew it. Not here in Oregon, or frankly anywhere.**

**I know this can be a tough reality to face.**

**However, I am inspired by the ways Oregonians have taken on a shared responsibility to protect each other through this crisis. It is really a testament to our generosity and compassion that we are where we are.**

**These measures combined with the talents of our extraordinary doctors, nurses and health professionals have made Oregon a comparatively safe harbor during this pandemic.**

**I want to be absolutely clear with each and every one of you: physical distancing is, and will, remain a part of our lives for many months to come. Face coverings are, and will, remain a part of our lives for many months to come. Hand washing and good hygiene are, and will remain, life-saving daily practices.**

**We must help protect our hardworking grocery store clerks by wearing face coverings. We must continue to**

**use videoconferencing or telephone calls to connect with our grandparents. We must continue to connect with our friends and family, even as we remain apart.**

**By continuing to limit our physical interactions overall, and with science as our guide, today I am announcing the first details for the first phase of a step-by-step reopening of our state.**

**This framework takes into account the unique ways the virus has impacted different parts of Oregon. Here's what it looks like:**

**First, we have established a detailed set of prerequisites that any county who wants to begin reopening must meet. These thresholds will help counties keep people as safe as possible as we rebuild. They are also achievable.**

**I have been briefing county commissioners across the state over the past week on the details of these requirements, and the Oregon Health Authority is providing support in meeting them.**

**For counties that meet the state's requirements to move into "Phase 1" of reopening, the following sectors are eligible to reopen following specific safety guidelines:**

- **Restaurants and bars in these communities may open for sit-down service, but only with adequate physical distancing and the wearing of face coverings by employees. We encourage customers to also wear face coverings — but of course, not while they're eating.**
- **Personal care businesses, such as salons, barber shops, and gyms may open in a very limited way. We will require physical distancing and increased sanitation, as well as a series of additional guidelines, like wearing face coverings and gloves at salons. Salons must serve customers by appointment only and maintain records for contact tracing.**
- **Retail businesses can also open using physical distancing. We ask that they encourage this through proper signage, one-way flow in aisles, and using tape markings to delineate space.**
- **Local gatherings can increase in size to 25, again, with physical distancing.**

**Some counties will be able to move into this phase before others. Once in Phase 1, each county must remain for a minimum of 21 days, so that we can monitor whether there's an unsafe uptick in the virus. If at that point, the county still meets the prerequisites, and has not seen increased hospitalizations and**

**emergency department admissions for COVID-like illness, then we can assess whether they are ready to move forward into the next phase.**

**The details of Phase 2 will be finalized shortly, but given what we know right now, our expectations are to allow for somewhat larger gatherings and more work in office settings.**

**I do have to share some difficult news: large gatherings, including live sporting events with audiences, concerts, festivals, and conventions will not be able to return until we have a reliable treatment or prevention, like a vaccine. The Oregon Health Authority is advising that any large gathering, at least through September, should either be cancelled or significantly modified.**

**I know this is really hard. I too will miss visiting our fairs and festivals this year.**

**Starting tomorrow we will begin accepting applications from counties looking to enter Phase 1. These applications will be reviewed quickly by the Oregon Health Authority, with a goal of notifying counties that meet the requirements that they are eligible to enter Phase 1 as early as Friday, May 15.**

**In addition to this framework for Phase 1 of reopening, I am announcing strong recommendations on the use of face coverings.**

**And next week we will be issuing guidelines on the expansion of options for child care, summer school, summer camps and summer youth programs. These guidelines are being developed in partnership with doctors and public health experts.**

**We know childcare is essential to allowing parents to get back to work and education is the bedrock of our society.**

**I want to close by saying that as this process of reopening begins, I again ask Oregonians to come together and be smart.**

**Please follow the safety measures we are putting in place to help these businesses reopen — we've had the best doctors and public health experts guide us on how to safely and gradually reopen Oregon in a safe and strong way.**

**It's up to us to follow their advice if we want to keep Oregon moving forward.**

**With that, I will kick it to Dr. Edwards.**



**COVID-19: For the latest information on COVID-19 In Oregon, visit the Oregon Health Authority.** For the latest Oregon State Parks updates, visit our **Frequently Asked Questions** web page.

## Feature Articles

### | **COVID-19 Response: Limited day-use open at some parks**



**Limited  
day-use at  
some parks -  
May 6**

05/09/2020

**Updated: May 9, 2020 11:35 a.m.**

We have made the difficult decision to keep the park system closed to camping at least through May 25. Some parks are now open to limited day-use operations, as of May 6, 2020. More parks are opening daily – check back regularly.

**Read the full press release on limited day-use operations continuing.**

#### **1. We heard that some parks are open. Which ones are you opening and when?**

We will start offering limited day-use services Wednesday May 6 at these parks listed below. Camping is not allowed at this time. Other parks will slowly return to offering services starting the week of May 11.

**Coastal parks remain closed (see #12).** The beach adjacent to the city of **Seaside is closed** until further notice, and the beach at **Cannon Beach is also closed** from 7 am Saturday, May 9 - 7 pm Tuesday, May 12.

**Parks open to limited day-use service as of May 9, 2020 (click here for status map):**

#### ***Portland and Willamette Valley***

- Tryon Creek in Portland

- Willamette Mission north of Keizer
- Mongold boat ramp at Detroit Lake
- State Capitol State Park in Salem
- Dexter State Recreation Site on Dexter Reservoir
- Lowell State Recreation Site on Dexter Reservoir
- Pengra boat ramp on the Middle Fork of the Willamette River

### **Southern**

- Joseph Stewart boat ramp on Lost Creek Lake
- Valley of the Rogue boat ramp and Greenway Trail
- Touvelle boat ramp
- Casey Wayside boat launch
- Prospect Wayside
- Mill Creek Wayside
- Westside Trail in the Illinois Valley
- Golden Heritage site near Wolf Creek
- OC&E Woods Line State Trail
- **Collier Memorial**
  - Spring Creek Day Use Area and Primitive Launch
  - Day Use Horse Camp parking lot (no overnight camping)
  - Logging Museum

### **Central**

- **The Cove Palisades** boat ramp at Lake Billy Chinook-**OPEN**
  - Crooked River Day-use and boat launch - **OPEN**
  - Upper Deschutes Day-use and boat launch -**OPEN**
  - Tam a Lau Trail - **OPEN**
  - Viewpoints- **OPEN**
- **LaPine State Park** -
  - Day use areas **OPEN Saturday May 9** at 8:00am. (800am to 8:00pm daily).
  - Deschutes River boat ramp and parking area **OPEN** but limited to "hand carry watercraft." No trailers are permitted on the boat ramp due to ongoing construction.
- LaPine off leash dog park will remain **CLOSED**.
- **Prineville Reservoir** boat ramp near Prineville
- **Pilot Butte** to pedestrians (no vehicles) in Bend
- **Cline Falls** near Redmond
- **White River Falls** south of The Dalles **OPEN** May 9
- **Fort Rock Natural Area** **OPEN** May 9 8:00am- 8:00pm daily.

- All trails open, but rock scrambling is closed in the SE area of the park to protect nesting falcons.
- Peter Skene Ogden – **OPEN**

**Eastern**

- Wallowa Lake boat ramp near Joseph
- Iwetemlaykin day-use hiking near Joseph
- Minam boat ramp
- Hat Rock, northeast of Hermiston
- Hilgard Junction, near La Grande
- Catherine Creek, southeast of La Grande
- Lake Owyhee, west of Boise
- Goose Lake Day Use Area
- Chandler State Wayside

Exact dates for other parks and uses will be guided by **Gov. Kate Brown’s reopening framework**, which prioritizes public health and local communities’ readiness to welcome visitors.

**Camping** is closed until at least May 25. This doesn’t mean we are open for camping on May 26. It means we haven’t made a decision yet, and that decision will come before May 25.

**Reservations:** As of April 28, we have suspended all new camping and facility reservations. We will open up reservations when we have a reopening date. Existing reservations for stays after May 25 are not affected at this time (see #8, below).

We will post reopening announcements on this website and on our social media channels.

**2. How will you reopen safely?**

All decisions about reopening follow recommendations from the **Oregon Health Authority** and are based on these main points:

- Where can we open without straining nearby communities?
- How can we keep visitors and staff as safe as possible, given reduced services and staffing?
- How can we keep facilities clean, allow for adequate physical distancing and monitor parking lots, among many other operational duties?

**3. Why are only some parks open right now?**

We are opening parks for limited day-use carefully and methodically, and after consultation with local communities. Other parks will slowly resume some services beginning May 11.

**4. What should we expect now that some parks are open for daytime visits?**

Because of the closure, we did not bring on our usual seasonal staff and volunteer hosts. Staffing is very limited and will continue to be limited when we slowly welcome back visitors. Please understand that service levels may not be what you are used to, and areas and buildings within the park may be closed. Visitors should also expect new restrictions that discourage group gatherings and congestion.

Visitors should expect a different state park experience than they are used to.

Please prepare:

- Stay home if you're sick.
- If you visit, stay local and close to home— meaning less than 50 miles in urban areas.
- Only visit the park with members of your household.
- Bring all supplies—food, water, hand cleanser—needed for a short trip.

If a park appears crowded, leave and come back at another time.

If there's space at the park, please:

- Wear a face covering. Homemade is fine.
- Stay at least six feet away from people who aren't from your household. Further apart is better.
- Cover your cough with a tissue (then throw it away), or the inside of your elbow.
- Leave no trace: pack out everything you bring with you.
- Stick to low-risk activities to reduce stress on local emergency response and health care systems.
- Keep your visit short. Restrooms and other buildings may be closed.
- Watch for signs at the park for more information.

**5. Why can't we go camping? Day use seems to cluster more people together.**

Camping requires further travel and congregates people into one area for longer periods of time. We're opening for limited day-use with the expectation that people will not travel long distances, or into communities that are not yet ready for campers and long-term visitors. Day-use will keep people local to their homes and communities. We expect people to keep a safe distance from one another—at least 6 feet. If this does not happen, we may have to close the parks again.

Nearly all of our parks have spots or trails where you can get away from other people. The problem is that our parks also have common areas where large numbers of people congregate: restrooms, parking areas, trailheads, narrow bridge crossings, etc. Those choke points make it extremely hard to practice **physical distancing**.

Those choke points, coupled with the likely huge numbers of people cramming into parks the moment the sun comes out, would be a worst-case scenario for COVID-19 transmission. Please be sure to keep distance away from others and wear a face covering in places where there are more people.

#### **6. Are all parks open right now?**

No. Some parks need to stay closed longer, especially areas with communities that are not ready for an influx of visitors. The Columbia River Gorge, the Coast, Smith Rock, and other parks are not ready to welcome visitors at this time. We are coordinating with local communities and health authorities to determine when it would be safe to do so.

#### **7. What happens if someone sneaks into a closed park?**

Closed is closed. We lock restrooms, stop trash service, and it's not safe for you to go into a closed park. If we see you in a park, we'll ask you to leave. If you refuse, we can issue you a citation. If that's not persuasive enough, we can call law enforcement. We don't want to do that, and they don't need the hassle. Take a step back and understand this is temporary and driven by Oregon's state of emergency. Stay home, stay healthy, visit us online, and we'll see you on the other side.

#### ***Cancellations and refunds***

#### **8. I have a reservation in May. What's your cancellation policy?**

All existing reservations from the start of the closure on March 23 through the night of May 25 are being cancelled and fees refunded, including the \$8 reservation fee. Reservations that extend beyond May 25 will also be cancelled in full. (Example: you reserved a five-night stay that starts during the closure but extends beyond May 25.)

If you wish to cancel a reservation for a stay that starts after May 25, standard cancellation and refund policies apply.

We are processing refunds as fast as we can. If you do not see your refund within 10 business days of receiving notification that your cancellation is processing, please contact us at 800-551-6949 or [park.info@oregon.gov](mailto:park.info@oregon.gov).

#### **9. Why can't I make a new reservation for some time after May 25?**

As of April 28, we are temporarily suspending all new reservations, for both camping and day-use facilities. This is due to the rapidly changing health emergency, and the expense of processing cancellations. We will resume taking reservations once an opening plan and dates are in place. We will announce opening dates for reservations on this website and through social media when we know them.

**10. What about my day-use parking permit?**

We'll automatically add time to all 12- and 24-month day-use parking permits after we resume operations. Example: If parks reopen in June, any 12-month parking permit purchased in March, April, or May would be valid through June 2021. (In this example, 24-month permits would be valid through June 2022.)

**11. Can I get my tax dollars back since you are not operating?**

Oregon State Parks does not operate with any general fund tax dollars. Park operations are funded through three main sources: Lottery revenue, user fees, and a portion of RV registration proceeds.

***Other park closures***

**12. Are beaches open?**

This decision doesn't affect the entire ocean shore, but it does close all state park-managed parking lots and beach accesses. Cities, counties, federal land managers, and businesses who manage accesses may follow suit. For example, the ocean shores within the north and south boundaries of the city of Seaside are closed. If you visit a beach, expect law enforcement patrols.

We have the authority to close the beach temporarily for health reasons. If people don't get the message that clumping up and overwhelming local areas is a bad idea, we'll have to revisit the decision to leave all beaches open.

Cities and counties can also ask the state's **Office of Emergency Management (OEM)** to close beaches within the city or county boundaries. We will honor requests approved by the OEM. Local law enforcement is primarily responsible for enforcing the closure. Such closures apply to all visitors, including locals and travelers. Please check before you go.

**13. Are park RV dump stations open?**

If the park is closed, so is the dump station. Commercial providers may still be open.

#### **14. Are boat launches open?**

All boat launches inside closed state parks are closed. If you take in from a launch outside the state park, please note that your take-out point inside a state park will not be accessible.

Some boat launches may be available starting May 6th. Please see above for parks with limited day-use openings and included boat ramps.

#### **Remember:**

- Wash your hands regularly with soap and water for at least 20 seconds at a time.
- Avoid touching your face.
- If you're sick with any ailment, stay home. Avoid close contact with people who are sick.
- When in public, maintain a social distance of at least six feet.
- Cover your cough or sneeze with a tissue, then throw it away. If you don't have a tissue, use your elbow.
- Clean surfaces you touch regularly.
- **Follow these guidelines.**

**For other land management agencies and their updates, please visit:**

- **National Parks:** <https://www.nps.gov/state/or/index.htm>
- **US Forest Service:** <https://www.fs.usda.gov/detail/r6/home/?cid=fseprd716206>
- **US Bureau of Land Management:** <https://www.blm.gov/oregon-washington/covid-access-restrictions>
- **US Army Corps of Engineers:** <https://www.nwp.usace.army.mil/>
- **US Fish and Wildlife Service:** <https://www.fws.gov/home/state-by-state-closures.html>
- **Oregon Department of Fish and Wildlife:** <https://myodfw.com/COVID-19>
- **Oregon Department of Forestry:** <https://www.oregon.gov/odf/Pages/COVID-19.aspx>
- **Oregon Recreation and Parks Association:** <https://www.orpa.org/page/covid19>
- **Idaho Power parks:** <https://www.idahopower.com/community-recreation/recreation/>
- **Portland General Electric parks:** [www.portlandgeneral.com/parks](http://www.portlandgeneral.com/parks)

## DO ✓

Enjoy the outdoor areas of your home.

Enjoy physical activities solo or with members of your household (e.g. walking, biking).

Have a virtual picnic with friends.

Open doors and windows to get fresh air.

Get things done at home (e.g. gardening, car washing).

## DON'T ✗

Don't participate in group sports.

Don't visit crowded or closed parks.

Don't attend social gatherings.

Don't go out if you're sick.

Don't travel.



**REMEMBER:** Keep a safe physical distance of at least six feet from people you do not live with and wash your hands regularly.

**KEEP YOUR DISTANCE, DO YOUR PART**

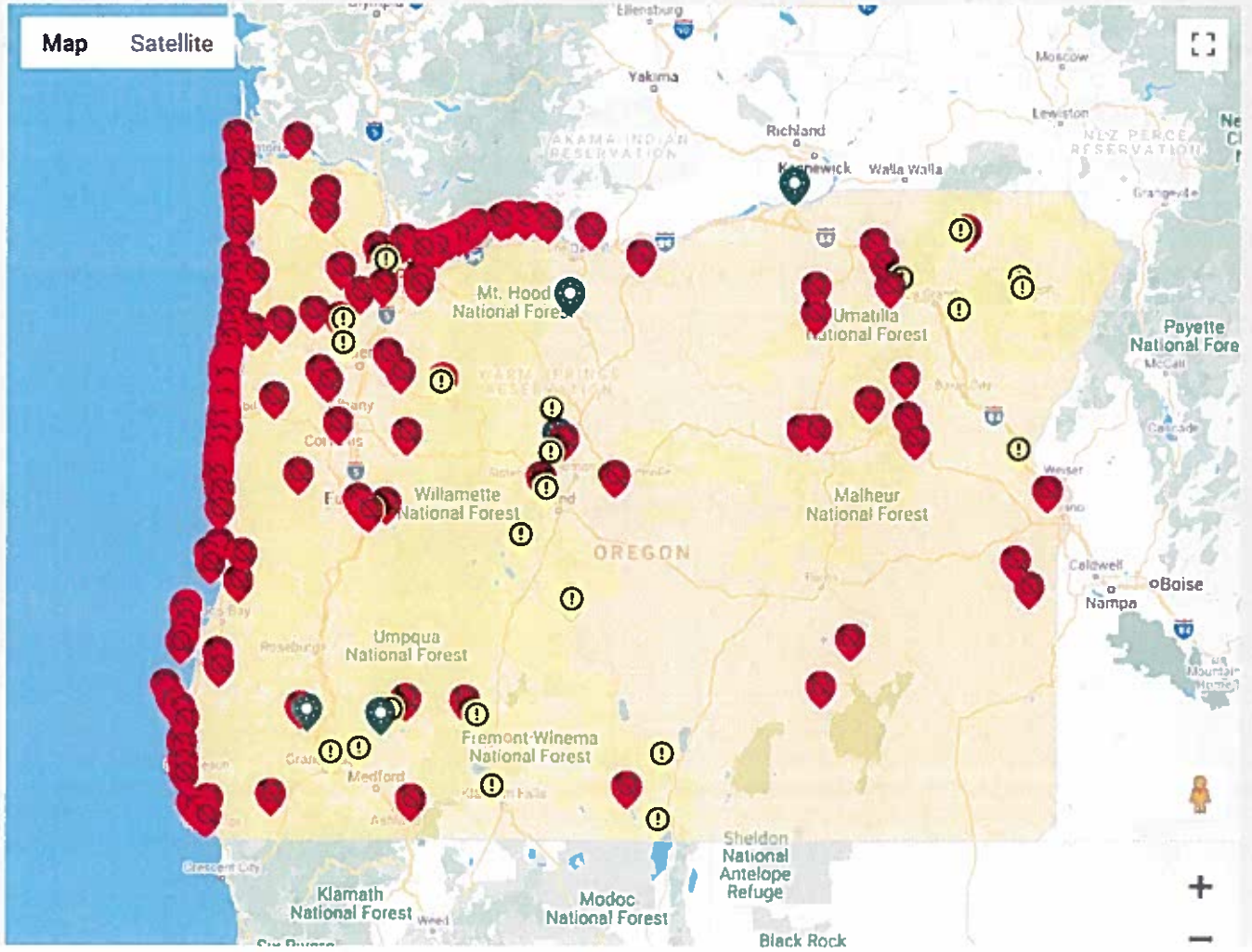
**Respect the closures. Closed means closed.**

**Stay home. Save lives.**



## Oregon State Parks by status

Open Park    Reduction in Services/Facilities    Temporarily Closed/No Park Access  
**Overnight camping not available in Oregon State Park campgrounds. Please check back later.**





## Phase One Reopening Guidance

### Sector: Outdoor Recreation

#### Specific Guidance for Outdoor Recreation Organizations:

#### **Outdoor recreation organizations are required to:**

- Prior to reopening after extended closure, ensure all parks and facilities are ready to operate and that all equipment is in good condition, according to any applicable maintenance and operations manuals and standard operating procedures.
- Prohibit parties (a group of 10 or fewer people that arrived at the site together) from congregating in parking lots for periods longer than reasonable to retrieve/return gear and enter/exit vehicles.
- Reinforce the importance of maintaining at least six (6) feet of physical distance between parties (a group of 10 or fewer people that arrived at the site together) on hiking trails, beaches and boat ramps through signs and education.
- Keep day-use areas that are prone to attracting crowds (including but not limited to playgrounds, picnic shelters/structures, water parks and pools, sports courts for contact sports like basketball) and overnight use areas closed.
- Prohibit contact sports.
- Thoroughly clean restroom facilities at least twice daily and, to the extent possible, ensure adequate sanitary supplies (soap, toilet paper, hand sanitizer) throughout the day. Restroom facilities that cannot be cleaned twice daily should be kept closed or a sign should be posted stating that the restroom is unable to be cleaned twice daily.
- Frequently clean and disinfect work areas, high-traffic areas, and commonly touched surfaces in both public and non-public areas of parks and facilities.
- Post [clear signs](#) (available at [healthoregon.org/coronavirus](http://healthoregon.org/coronavirus)) listing COVID-19 symptoms, asking employees, volunteers and visitors with symptoms to stay home and who to contact if they need assistance.
- Keep any common areas such as picnic tables not in shelters/structures, day-use shelters, and buildings open to the public arranged so there is at least six (6) feet of physical distance between parties (chairs, benches, tables). Post clear signs to reinforce physical distancing requirements between visitors of different parties.

#### **To the extent possible, outdoor recreation agencies should, but are not required to:**

- Consider closing alternating parking spots to facilitate at least six (6) feet of physical distance between parties.

- Consider opening loop trails in a one-way direction to minimize close contact between hikers. Designate one-way walking routes to attractions if feasible.
- Encourage all employees, volunteers and visitors to wear cloth, paper or disposable face coverings when around others.
- Encourage the public to visit parks and recreation areas during off-peak use times as defined and publicized by park or recreation area management.
- Encourage the public to visit parks and recreation areas close to home, avoid overnight trips and minimize travel outside their immediate area for recreation. Especially caution the public to not travel outside of their home area if they live in an area with a high number of reported COVID-19 cases to prevent asymptomatic COVID-19 positive individuals from inadvertently bringing the virus into an area with many fewer cases.
- Consider opening private, municipal, county and federal campgrounds as long as physical distancing requirements can be maintained. Oregon State Parks may make a separate determination on opening state campgrounds depending on readiness, ability to maintain physical distancing requirements and consultation with the Governor.
- Consider opening skate parks as long as physical distancing requirements can be maintained.
- Encourage visitors to bring their own food, water bottles and hygiene supplies (including hand sanitizer), as well as to take their trash with them when they leave.
- Encourage the public to recreate with their own household members rather than with those in their extended social circles.
- Encourage the public to recreate safely and avoid traveling to or recreating in areas where it is difficult to maintain at least six (6) feet from others not in their party.
- Position staff to monitor physical distancing requirements, ensure groups are no larger than 10 people, and provide education and encouragement to visitors to support adherence.
- Provide handwashing stations or hand sanitizer in common areas such as picnic areas, day-use shelters, and buildings open to the public.
- Consider placing clear plastic or glass barriers in front of cashiers or visitor center counters, or in other places where maintaining six (6) feet of physical distance between employees, volunteers and visitors is more difficult.
- Review and implement [General Guidance for Employers](#), as applicable.

### **Additional Resources:**

- [OHA Guidance for the General Public](#)
- [OHA General Guidance for Employers](#)
- [CDC's Guidance for Administrators in Parks and Recreational Facilities](#)

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# Novel Coronavirus

## Fact Sheet

### What is novel coronavirus?

Novel coronavirus (COVID-19) is a virus strain that has only spread in people since December 2019. Health experts are concerned because little is known about this new virus. It has the potential to cause severe illness and pneumonia in some people and there is not a treatment.

### How does novel coronavirus spread?

Health experts are still learning the details about how this new coronavirus spreads. Other coronaviruses spread from an infected person to others through:

- the air by coughing and sneezing
- close personal contact, such as touching or shaking hands
- touching an object or surface with the virus on it, then touching your mouth, nose, or eyes

### How severe is novel coronavirus?

Experts are still learning about the range of illness from novel coronavirus. Reported cases have ranged from mild illness (similar to a common cold) to severe pneumonia that requires hospitalization. So far, deaths have been reported mainly in older adults who had other health conditions.

### What are the symptoms?

People who have been diagnosed with novel coronavirus have reported symptoms that may appear in as few as 2 days or as long as 14 days after exposure to the virus:

#### Fever



#### Cough



#### Difficulty breathing



### What should I do if I have symptoms?

Call your healthcare provider to identify the safest way to receive care. Let them know if you have traveled to an affected area within the last 14 days.

### Who is at risk for novel coronavirus?

Your risk of getting COVID-19 relates to your exposure to the virus. To minimize the risk of spread, health officials are working with healthcare providers to promptly identify and evaluate any suspected cases.

Travelers to and from certain areas of the world may be at increased risk. See [wwwnc.cdc.gov/travel](http://wwwnc.cdc.gov/travel) for the latest travel guidance from the CDC.

## How can I prevent from getting novel coronavirus?

If you are traveling overseas follow the CDC's guidance: [wwwnc.cdc.gov/travel](http://wwwnc.cdc.gov/travel).

Steps you can take to prevent spread of flu and the common cold will also help prevent coronavirus:

- Wash hands often with soap and water. If not available, use an alcohol-based hand sanitizer
- Avoid touching your eyes, nose, or mouth with unwashed hands
- Avoid close contact with people who are sick
- Stay home while you are sick and avoid close contact with others
- Cover your cough or sneeze with a tissue, then throw it away. If you don't have a tissue, cough into your elbow.
- Clean and disinfect objects and surfaces that you frequently touch.



Currently, there are no vaccines available to prevent novel coronavirus infections.

## How is novel coronavirus treated?

There are no medications specifically approved for coronavirus. Most people with mild coronavirus illness will recover on their own by drinking plenty of fluids, resting, and taking pain and fever medications. However, some cases develop pneumonia and require medical care or hospitalization.

## For more information:

[www.healthoregon.org/coronavirus](http://www.healthoregon.org/coronavirus)

Updated 3/5/2020



PUBLIC HEALTH DIVISION  
Health Security, Preparedness and Response (HSPR)

You can get this document in other languages, large print, braille or a format you prefer. Contact the Public Health Division at 971-673-0977 or 971-673-0372. We accept all relay calls or you can dial 711.

# How can I avoid getting the novel coronavirus (COVID-19)?

Steps you can take to prevent the spread of flu and the common cold can also help prevent the spread of the coronavirus.



Wash your hands often with soap and water.



Avoid touching your eyes, nose and mouth.



Avoid contact with sick people and stay home if you're sick.



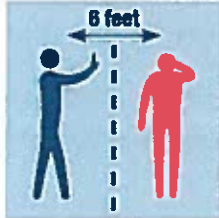
Cover your mouth and nose with a tissue or sleeve when coughing or sneezing.

For more information visit  
[healthoregon.org/coronavirus](https://healthoregon.org/coronavirus)



You can get this document in other languages, large print, braille or a format you prefer. Contact Acute and Communicable Disease Prevention at 971-673-1111 or email [OHD.ACDP@dhsosha.state.or.us](mailto:OHD.ACDP@dhsosha.state.or.us). We accept all relay calls or you can dial 711.

# Physical Distancing: Keep Your Distance to Prevent COVID-19



**Physical distancing, also called social distancing, means you avoid contact with people, other than those who live with you. Physical distancing is one of the best ways to slow the spread of COVID-19. It's up to each of us to help stop the spread of COVID-19.**

- **Stay home, save lives.** The best way to stay healthy and prevent the spread of COVID-19 is to stay home. You must also limit things you do outside your home to what you **must** do. Examples of things you must do, are shopping for food or picking up medicines. The Governor's order does not allow gatherings where people cannot keep 6 feet apart. Also, the order does not allow social events and non-essential business where people come into close contact.
- **If you must leave your home for essential activities, you should:**
  - » Maintain 6 feet between you and all other people.
  - » Wash or sanitize your hands after contact with any surface.
  - » Do not touch your face, except after washing or sanitizing your hands.
  - » Avoid groups and contact with other people.
  - » Wear a cloth covering for your nose and mouth to protect others if you can't keep 6 feet apart. Do so, even if you feel well and do not show symptoms of illness.
    - Do not place a cloth covering for the nose and mouth on children under age 2, anyone who has trouble breathing or who cannot remove the covering themselves.
- **Stay home if you are sick.**

Stay home and consult with your doctor or a clinic if you are ill with any of these symptoms:

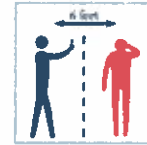
  - » Fever of 100° or higher
  - » Cough
  - » Shortness of breath



If you need help to find a clinic, call 211.

- **Keep your distance. Slow the spread.** For more information on physical distancing and Oregon's novel coronavirus response, visit [www.healthoregon.org/coronavirus](http://www.healthoregon.org/coronavirus).





## COVID-19 Testing Basics

### Who should be tested?

Many people are interested in testing for COVID-19 out of concern for themselves and their loved ones. If you have trouble breathing or feel very ill, contact your healthcare provider or, in case of emergency, call 911.

Healthcare providers may decide to have you first tested for other illnesses, like the flu, based on your possible exposure history and any other symptoms you might have.

- **Individuals who feel very ill should seek appropriate care.** If it is an emergency, call 911. If it is not an emergency but you feel sick enough to need a medical appointment, call your doctor's office. If you don't have a doctor, call 211 for a list of clinics near you. If necessary, visit your local urgent care center.
- **Call before you go.** If you have flu-like symptoms or have reason to think you might have COVID-19, let your healthcare provider know before you visit. This will help avoid exposing anyone else at the provider's facility.

### Where can I get tested?

Contact your primary healthcare provider or a clinic. They can determine whether you need testing. Though hospitals may request lab testing for some high-risk patients, emergency rooms should not be considered a primary source for patient-requested testing.

### If it's determined I need testing for COVID-19, what should I expect?

Testing for COVID-19 will likely involve your healthcare provider taking a sample on a swab through the nose.

### What if I feel like I've been exposed but don't need to see a healthcare provider or get tested?

If you think you have been exposed to COVID-19, and you get fever, cough or trouble breathing, stay away from other people, so you don't get them sick. Consult with your doctor or a clinic via phone for instructions.





## What if I test positive?

Your healthcare provider and public health staff will also give you information about how to keep from spreading the virus to your family and friends. You will need to isolate yourself from other people for as long as your healthcare provider instructs. You will also need to avoid coughing on others and to wash your hands frequently, to protect them from infection.

## How long does it take to receive test results?

Results are generally available within 3-4 days. Your healthcare provider may ask you to isolate yourself during this time, to limit possible spread of the virus.

## Which labs can test for COVID-19?

The Oregon State Public Health Lab (OSPHL) and commercial laboratories, such as LabCorp and Quest Diagnostics can currently test for COVID-19. Some local health systems will be able to test soon.

## How are healthcare workers being protected?

Workers collecting samples must wear personal protective equipment, which may include gowns, gloves, eye protection and masks. We are sharing guidance with healthcare workers and facilities to help them stay safe.



From our testing guidance:

**Clinicians in the community can order COVID-19 testing at their discretion through commercial labs, including LabCorp and Quest Diagnostics. A). Clinicians do not need to routinely notify the local public health authority (LPHA) or OHA when evaluating patients with respiratory illness or ordering COVID-19 testing from commercial laboratories. B). While it is circulating, clinicians should consider testing for influenza before ordering COVID-19 testing.**

You can get this document in other languages, large print, braille or a format you prefer. Contact the Public Health Division at 971-673-0977. We accept all relay calls or you can dial 711.

## **ACTION ITEM – C**

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**DATE:** May 14, 2020  
**RE:** Art at the Port  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- Art panel delivery date started May 11 to the Visitor Center and will last until May 15.
- Due to COVID-19 restrictions “Art at the Port” event was cancelled.
- If Curry County enters Phase 1 Reopening, the art panels could be placed on the boardwalk railing for public viewing if social distancing is maintained.
- If the boardwalk becomes overcrowded and social distancing is not being adhered to, art panels will be removed by Port staff.

### **DOCUMENTS**

- Oregon Health Authority, Phase One Reopening Guidance, 2 pages

### **COMMISSIONERS ACTION**

- **Recommended Motion:**  
Motion to approve installing art panels on the boardwalk railing for public viewing when Curry County enters Phase 1 Reopening and if social distancing is maintained and as soon as Port staff is prepared.



## Phase One Reopening Guidance

Sector: Outdoor Recreation

Specific Guidance for Outdoor Recreation Organizations:

### Outdoor recreation organizations are required to:

- Prior to reopening after extended closure, ensure all parks and facilities are ready to operate and that all equipment is in good condition, according to any applicable maintenance and operations manuals and standard operating procedures.
- Prohibit parties (a group of 10 or fewer people that arrived at the site together) from congregating in parking lots for periods longer than reasonable to retrieve/return gear and enter/exit vehicles.
- Reinforce the importance of maintaining at least six (6) feet of physical distance between parties (a group of 10 or fewer people that arrived at the site together) on hiking trails, beaches and boat ramps through signs and education.
- Keep day-use areas that are prone to attracting crowds (including but not limited to playgrounds, picnic shelters/structures, water parks and pools, sports courts for contact sports like basketball) and overnight use areas closed.
- Prohibit contact sports.
- Thoroughly clean restroom facilities at least twice daily and, to the extent possible, ensure adequate sanitary supplies (soap, toilet paper, hand sanitizer) throughout the day. Restroom facilities that cannot be cleaned twice daily should be kept closed or a sign should be posted stating that the restroom is unable to be cleaned twice daily.
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- Post [clear signs](https://www.healthoregon.org/coronavirus) (available at [healthoregon.org/coronavirus](https://www.healthoregon.org/coronavirus)) listing COVID-19 symptoms, asking employees, volunteers and visitors with symptoms to stay home and who to contact if they need assistance.
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### To the extent possible, outdoor recreation agencies should, but are not required to:

- Consider closing alternating parking spots to facilitate at least six (6) feet of physical distance between parties.

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- Encourage the public to visit parks and recreation areas close to home, avoid overnight trips and minimize travel outside their immediate area for recreation. Especially caution the public to not travel outside of their home area if they live in an area with a high number of reported COVID-19 cases to prevent asymptomatic COVID-19 positive individuals from inadvertently bringing the virus into an area with many fewer cases.
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- Consider opening skate parks as long as physical distancing requirements can be maintained.
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- Encourage the public to recreate with their own household members rather than with those in their extended social circles.
- Encourage the public to recreate safely and avoid traveling to or recreating in areas where it is difficult to maintain at least six (6) feet from others not in their party.
- Position staff to monitor physical distancing requirements, ensure groups are no larger than 10 people, and provide education and encouragement to visitors to support adherence.
- Provide handwashing stations or hand sanitizer in common areas such as picnic areas, day-use shelters, and buildings open to the public.
- Consider placing clear plastic or glass barriers in front of cashiers or visitor center counters, or in other places where maintaining six (6) feet of physical distance between employees, volunteers and visitors is more difficult.
- Review and implement [General Guidance for Employers](#), as applicable.

### **Additional Resources:**

- [OHA Guidance for the General Public](#)
- [OHA General Guidance for Employers](#)
- [CDC's Guidance for Administrators in Parks and Recreational Facilities](#)

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## **ACTION ITEM – D**

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**DATE:** May 14, 2020  
**RE:** Crow/Clay & Associates Contract Amendment No. 1  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Crow/Clay & Associates contract to develop drawings and specifications for new amenities at the RV Park dated September 24, 2019 needs to be amended to include changes the Board of Commissioners approved in January 28, 2020 Regular Meeting.
- Amendment No. 1 changes the number of new pull-thru site to (9) nine. Adds the laundry building and walkways. Demolition of existing restrooms. Includes two new trash bin enclosures. If funds allow, alternate bid to upgrade electrical to all existing sites.
- Port Legal Counsel reviewed the amendment.

### DOCUMENTS

- Amendment No. 1, 2 pages
- Crow/Clay & Associates Letter dated April 23, 2020, 2 pages
- Agreement for Personal Services dated September 24, 2019, 7 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Crow/Clay & Associates Inc. Agreement for Personal Services Amendment No. 1.

**AMENDMENT NO. 1  
TO  
PORT OF BROOKINGS HARBOR  
AGREEMENT FOR PERSONAL SERVICES**

This amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("POBH") and Crow Clay & Associates Inc. ("Contractor") to amend the terms of the Agreement for Personal Services dated September 24, 2019 (the "Agreement").

**1. AMENDMENTS.** The Agreement is hereby amended as follows:

**A. Scope of Services.** Paragraph 2.0, Scope of Services, of the Agreement is hereby amended to read as follows:

2.0 Scope of Services. Contractor's services under this Agreement consist of the following (the "Work"):

A. Design and prepare construction documents (plans and specifications) to include the following modifications to the RV Park:

- Nine (9) new pull-thru RV sites with utilities;
- Pad and utility connections for a new prefab restroom and prefab laundry buildings;
- Electrical upgrade to 30/50/110 for nine new RV sites;
- Electrical service to the new prefab restroom and laundry buildings;
- One pedestrian walkway adjacent to the three new pull-thru sites and one adjacent to the new prefab restroom;
- Demolition of existing main restroom and small restroom;
- Two (2) new trash bin enclosures;
- Design for alternate bid for electrical upgrade to 30/50/110 on the front row pull-thru sites;
- Design for alternate bid for electrical upgrade to 30/50/110 for the remaining sites;

B. Assist in bidding process for construction of the RV Park project.

**B. Compensation & Billing.** Paragraph 3.01, Compensation, of the Agreement is hereby amended to read as follows:

**3.01. Compensation.** Contractor will be compensated on a time and materials basis at the rates identified in Exhibit A, attached hereto and incorporated herein by reference:

Design, preparation of plans & specifications, bidding assistance	Not-to-exceed \$15,800.00 plus reimbursables
Construction observation trips to the site	Not-to-exceed \$850 per trip plus reimbursables

**2. OTHER TERMS AND CONDITIONS.** All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 remain in full force and effect and remain unaffected hereby.

**3. EFFECTIVE DATE.** This Amendment shall be effective as of the date that it is executed by all parties.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date last below written at Brookings, Oregon.

<b>PORT OF BROOKINGS-HARBOR</b>	<b>Crow Clay &amp; Associates Inc.</b>
Dated: _____	Dated: _____
By: _____ Roy C. Davis, President	By: _____ Mike Crow Its: Principal
ATTEST:  _____	
Sharon Hartung, Secretary	



# CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING  
LAND USE AND INTERIORS

April 23, 2020

Gary Dehlinger, Port Manager  
Port of Brookings-Harbor  
[portmanager@portofbrookingsharbor.com](mailto:portmanager@portofbrookingsharbor.com)

**RE: RV Park  
Project No. 19005**

Dear Gary,

This letter is intended to document our understanding of the nature and scope of the architectural services required from our firm in connection with the above referenced project.

The scope of work is specifically described as nine (9) new pull-thru R.V. sites with utilities; pad and utility connections for a new prefab restroom and prefab laundry; electrical upgrade to 30/50/110 for the new R.V. sites, electrical service to the new restroom, the new laundry and the small restroom scheduled to remain; one pedestrian walkway adjacent to the three new pull-thru sites and one adjacent to new restroom site. We will design for and request an alternate bid for work on 30/50/110 upgrades on the front row of sites closest to ocean and another alternate bid for 30/50/110 upgrade for the remainder of the sites. Our work will also include planning for the demolition of the existing restroom and structures currently in the location of the six new sites.

We will design and prepare construction documents (plans and specifications) and assist with bidding for the above described work for the fixed fee of \$15,800.00, excluding reimbursable expenses. Field location of existing water and sewer lines for connection of new utilities will be completed on an hourly rate basis, see attached schedule. Up to two (2) design verification trips to the site and construction observation trips will be completed on a per trip basis. We will coordinate the number and timing of these trips with you. Each trip will be completed for a cost of \$850.00 plus reimbursables (mileage and meals). Reimbursables will be billed per the attached schedule. We will bill you monthly and our billings will be itemized. Payment is due and payable upon receipt of our invoice. Billings unpaid after thirty (30) days from the date of the invoice will incur a service charge of 1½% per month.

If needed, we will recommend that you contract separately for surveying services.

If you are in agreement with the contents of this letter please prepare a Personal Services Amendment to our current contract.

We are trying to coordinate the existing topographic survey with the R.V. sites shown on Google Earth. It would be helpful if you could give us the dimensions of the current restroom structure located adjacent to site 74.

Please call if you have any questions. Thank you for this opportunity to serve you!






**CROW/CLAY & ASSOCIATES INC.**

ARCHITECTURE AND PLANNING  
LAND USE AND INTERIORS

Sincerely,

CROW/CLAY & ASSOCIATES INC.



Michael R. Crow, A.I.A.  
Principal

## Port of Brookings Harbor Agreement for Personal Services

This Agreement for Personal Services ("Agreement") is made and entered into this 24 day of SEPTEMBER, 2019 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and Crow/Clay & Associates Inc., an Oregon corporation, 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, upon completion of the scope of services.

**2.0. Scope of Services.** Contractor's services under this Agreement consist of the following (the "Work"):

A. Design and prepare construction documents (plans and specifications) to include the following modifications to the RV Park:

- five (5) new pull-thru RV sites with utilities;
- utility connections for a new prefabricated restroom facility;
- electrical upgrade to 50 amps for each of the existing RV sites;
- electrical service to the new restroom and the small restroom that will remain;
- one pedestrian walkway adjacent to the new pull-thru sites and one pedestrian walkway adjacent to the new restroom site.

B. Assist in bidding process for construction of the RV Park project.

**3.0. Compensation & Billing.**

**3.01. Compensation.** Contractor will be compensated on a time and materials basis at the rates identified in Exhibit A, attached hereto and incorporated herein by reference:

Design, preparation of plans & specifications, bidding assistance	Not-to-exceed \$15,770.00 plus reimbursables
Construction observation trips to the site	Not-to-exceed \$850 per trip plus reimbursables

**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.

- 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 terminate the Agreement;
  - 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. 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:

**8.01. 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 coverage with the following minimum policy limits:

Commercial General Liability	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation	Per Oregon Law (ORS 656.017)
Comprehensive Automobile	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)
Professional Liability / E&O	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate per year

**8.02. 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.

**8.03. 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.

**8.04. 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.

**8.05. Primary Coverage Clarification.** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

**8.06. 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.

**8.07. 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.

**9.0. 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

**Crow/Clay & Associates**  
Attn: Michael Crow  
125 W. Central Ave., Suite 400  
Coos Bay, OR 97420

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.

**10.0. 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:

**10.01. 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.

**10.02. 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.

**10.03. 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.

**10.04. Payment for Medical Care / Workers Compensation.** Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**10.05. Other Applicable Laws.** Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

**11.0. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this Agreement.

**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.

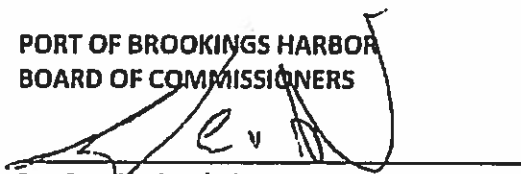
17.0. **Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in 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 parties have caused this Agreement to be executed on the date herein above first written.

PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS

  
By: Roy Davis, Chairman

ATTEST:   
Commissioner

CONTRACTOR:

Crow/Gray & Associates Inc.

By:   
Name: Michael R. Crow  
Its: Principal





# CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING  
LAND USE AND INTERIORS

EXHIBIT A

## CROW/CLAY & ASSOCIATES INC. HOURLY RATE SCHEDULE

Principal	\$ 140 / hour
Associate Architect	\$ 125 / hour
Design Associate	\$ 90 / hour
Architect	\$ 86 / hour
Project Manager	\$ 82 / hour
Draftsperson	\$ 75 / hour
Clerical	\$ 55 / hour
Consultant Services	1.15 x Cost
Vehicle Mileage	\$ 0.65 / mile
All Other Reimbursable Expenses	1.1 x Cost + Time

Effective January 1, 2019

Coos Bay, Oregon  
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Members American Institute of Architects  
[www.crowclay.com](http://www.crowclay.com)

2/27/2019

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