



M E M O R A N D U M

TO: Interested Parties  
FROM: Kyle Stevens, President  
DATE: June 30, 2026  
SUBJECT: Port of Coos Bay PCIP Commission Meeting Notice

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The **Board of Commissioners** of the Oregon International Port of Coos Bay will hold its Regular PCIP Commission Meeting at **8:00 a.m., Tuesday, July 7, 2026**, in the Port’s Commission Chambers located at 125 W Central Avenue, Suite 230, Coos Bay, Oregon 97420, and live on YouTube.

Members of the public are invited to attend the meeting in person or view the meeting live on the Port’s YouTube Channel at the following link: [www.youtube.com/portcoos](http://www.youtube.com/portcoos).

Members of the public may provide public comment in person, via Zoom, or in writing. If members of the public would like to provide public comment during the meeting via Zoom, please call the Administrative office at 541-267-7678 by 3:30 p.m. on Monday, July 6, 2026. Written comment will be accepted until 3:30 p.m. on Monday, July 6, 2026 by sending an email to [portcoos@portofcoosbay.com](mailto:portcoos@portofcoosbay.com) with the subject line ‘Public Comment’.

An **Executive Session** has also been scheduled on **Tuesday, July 7, 2026**, immediately after the Commission Meeting, as authorized under ORS 192.660(2), to:

- (e) conduct deliberations with persons designated by the governing body to negotiate real property transactions;
- (f) consider information or records that are exempt by law from public inspection; and
- (g) consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

KS/cs

**OREGON INTERNATIONAL PORT OF COOS BAY  
REGULAR PCIP COMMISSION MEETING**

**8:00 a.m., Tuesday, July 7, 2026**

Port Commission Chambers, 125 West Central Avenue, Suite 230, Coos Bay, Oregon 97420

Watch Live on YouTube: [www.youtube.com/portcoos](http://www.youtube.com/portcoos)

*Mission: Promoting sustainable development that enhances southwest Oregon and the State in the international economy.*

*ORS 777.065: The Legislative Assembly recognizes that assistance and encouragement of enhanced world trade opportunities are an important function of the state, and that development of new and expanded overseas markets for commodities exported from the ports of this state has great potential for diversifying and improving the economic base of the state. Therefore, development and improvement of port facilities suitable for use in world maritime trade at the Ports of Umatilla, Morrow, Arlington, The Dalles, Hood River and Cascade Locks and the development of deepwater port facilities at Astoria, **Coos Bay**, Newport, Portland and St. Helens is declared to be a state economic goal of high priority.*

**TENTATIVE AGENDA**

**1. CALL MEETING TO ORDER**

**2. INTRODUCTION OF COMMISSION, GUESTS AND PORT STAFF**

**3. PCIP PROJECT UPDATE**

A. Project Status.....Melissa Cribbins

**4. CONSENT ITEMS**

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B. Authorization to Enter into Agreement with Superior Construction Consulting Services...Melissa Cribbins, 16

**7. OTHER**

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**9. PUBLIC COMMENT**

**10. COMMISSION COMMENTS**

**11. NEXT MEETING DATES**

A. Regular Commission Meeting - Thursday, July 16, 2026, 11:00 a.m.

B. PCIP Commission Meeting - Tuesday, August 4, 2026, 8:00 a.m.

**12. RECESS TO EXECUTIVE SESSION**

**13. ADJOURN**

# Consent Items

**DRAFT MINUTES**  
**Oregon International Port of Coos Bay**  
**Regular PCIP Commission Meeting**  
**8:00 a.m., Tuesday, June 2, 2026**

Port Commission Chambers, 125 W. Central Avenue, Suite 230, Coos Bay, Oregon 97420

Meetings are broadcast live on [YouTube](#). Hyperlinks below redirect to the recording.

**Attendance**

**Commission:** Kyle Stevens, President; Nick Edwards, Vice President; Kyle ViksneHill, Treasurer; Elise Hamner, Secretary; and Arnie Roblan, Commissioner.

**Staff:** Melissa Cribbins, Executive Director of the PCIP Project; Keith Leavitt, Chief Commercial Officer of the PCIP Project; Lanelle Comstock, Chief Executive Officer; Rick Adamek, Director of Asset Management; Ray Dwire, Charleston Marina Manager; Matt Friesen, Director of External Affairs; Krystal Karcher, Administrative Services Manager; and Christina Sanders, Administrative Assistant.

**Guests:** Clinton Herold; Christine Moffitt; Jan Hodder; Mike Graybill; Steve Miller; Colin Madsen, KPFF Consulting Engineers; Amanda Warner Thorpe, Keller Associates; Gene Davis, Stantec Consulting; Eddy Kharrazi, Moffatt & Nichol; and Ashley Audycki, Rogue Climate.

**1. [Call Meeting to Order](#)**

President Stevens called the meeting to order at 8:00 a.m.

**2. [PCIP Project Update](#)**

A. [Update from Chief Commercial Officer Regarding AgTC Conference](#)

Keith Leavitt stated he attended the Agriculture Transportation Coalition conference, where he engaged with key stakeholders, including Union Pacific (UP). He stated direct engagement with UP is expected to increase as the project moves into the NEPA process, with plans for future meetings with UP senior leadership.

**3. [Consent Items](#)**

Upon a motion by Commissioner Hamner (second by Commissioner Roblan), the Board of Commissioners voted to approve the April 7, 2026 Regular PCIP Commission Meeting Minutes. **Motion Passed Unanimously.** (Ayes: Stevens, Edwards, ViksneHill, Hamner, and Roblan. Nays: None).

**4. [Management Reports](#)**

All Management Reports were included within the Meeting Packet.

Melissa Cribbins stated the Port heard from MARAD, confirming they expect the INFRA grant to be sent to the Port shortly for Commission approval and signature following final agency concurrence. The PIDP grant that was received at the end of April is awaiting a kickoff meeting, which will be scheduled soon. The

Project Management plan for CRISI was approved last week, following the prior approval of the RCE. MARAD, the FRA, and the Army Corps of Engineers (USACE) will meet internally next week to coordinate the NEPA process, specifically addressing a DOT requirement that the USACE does not have. The Port is not invited to this internal meeting but will be updated on the outcome.

## 5. Action Items

### A. [First Amendment to Contract with the Rebel Group](#)

Upon a motion by Commissioner Roblan (second by Commissioner Edwards), the Board of Commissioners voted to approve the first amendment to the contract with RebelGroup America, Inc., and authorize Port Commission President Kyle Stevens to execute the amendment. **Motion Passed Unanimously.** (Ayes: Stevens, Edwards, ViksneHill, Hamner, and Roblan. Nays: None).

### B. [Fourth Amendment to Master Transportation and Marine Terminal Lease](#)

Commissioner Hamner asked what will happen at the end of this additional feasibility period. Ms. Cribbins answered that Oregon EcoTerminals will either need to ask the Board for another extension, or the lease will begin, and EcoTerminals will need to pay the lease amount. Commissioner Hamner asked if EcoTerminals was paying the Port \$10,000 between now and then. Ms. Cribbins confirmed and stated Commissioners will be discussing the matter further, well before December 19.

Upon a motion by Commissioner Hamner (second by Commissioner Roblan), the Board of Commissioners voted to approve the fourth amendment to the Master Transportation and Marine Terminal Lease with Oregon EcoTerminals, LLC. **Motion Passed Unanimously.** (Ayes: Stevens, Edwards, ViksneHill, Hamner, and Roblan. Nays: None).

## 6. Information Items

The PCIP April financial report was included within the Meeting Packet.

## 7. Public Comment

A. [Mike Graybill](#) spoke regarding the PIDP grant recently awarded for rail construction on the North Spit. He asked for clarification on whether the project would require a standalone environmental review or if it would be evaluated as part of the broader EIS for the PCIP being prepared by the USACE.

B. [Jan Hodder](#) expressed concern that the Commission lacked due diligence regarding the 40% cost increase for the RebelGroup contract, and the claim they performed public outreach, specifically noting their failure to respond to the League of Women Voters, and questioned the validity of their public facing deliverables.

C. [Christine Moffitt](#) expressed frustration with the Port's reliance on video transcripts instead of formal written minutes, stating that this hinders public reflection and accountability. She also raised concerns about advertisements on the YouTube platform interrupting meeting records and urged the Commission to treat public comments as the primary venue for citizen input.

D. [Clinton Herold](#) challenged the Port's cost estimates for the proposed PCIP project, alleging a discrepancy between public figures and filings made to the Army Corps of Engineers. He discussed concerns regarding the structural integrity and age of existing rail infrastructure, stating it is unsuitable for modern freight, and criticized the environmental impact of proposed channel dredging, as it would threaten the shoreline and exacerbate erosion in the downtown area.

## 8. [Director Comments](#)

Ms. Cribbins stated there might be a need for a Special Commission Meeting if the INFRA grant comes in prior to the next regularly scheduled July 7, 2026 Commission Meeting.

## 9. [Commission Comments](#)

Commissioner Hamner stated she understands Ms. Moffitt's concerns about the minutes and YouTube. She suggested Staff download meeting videos to host directly on the Port's website, ensuring the Port retains ownership of the content.

## 10. [Next Meeting Dates](#)

- A. Regular Commission Meeting – Thursday, June 18, 2026, 11:00 a.m.
- B. Regular PCIP Commission Meeting – Tuesday, July 7, 2026, 8:00 a.m.

## 11. [Adjourn](#)

President Stevens adjourned the meeting at 8:27 a.m. and entered into Executive Session, as authorized under ORS 192.660(2), to:

- (e) conduct deliberations with persons designated by the governing body to negotiate real property transactions;
- (f) consider information or records that are exempt by law from public inspection; and
- (g) consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

**DRAFT MINUTES**  
**Oregon International Port of Coos Bay**  
**Special PCIP Commission Meeting**  
**11:00 a.m., Thursday, June 18, 2026**

Port Commission Chambers, 125 W. Central Avenue, Suite 230, Coos Bay, Oregon 97420

**Meetings are broadcast live on [YouTube](#). Hyperlinks below redirect to the recording.**

**Attendance**

**Commission:** Kyle Stevens, President; Nick Edwards, Vice President; Kyle ViksneHill, Treasurer; Elise Hamner, Secretary; and Arnie Roblan, Commissioner.

**Staff:** Melissa Cribbins, Executive Director of the PCIP Project; Lanelle Comstock, Chief Executive Officer; Megan Richardson, Director of Finance and Accounting; Matt Friesen, Director of External Affairs; Rick Adamek, Director of Asset Management; Ray Dwire, Charleston Marina Manager; Caddy McKeown, PCIP; and Krystal Karcher, Administrative Services Manager.

**Guests:** Karie Silva; Ashley Audycki, Rogue Climate; Frank Proctor, HDR; Colin Madsen, KPFF; Tallon Trentz, IUOE 5701; Jonathan Bates, United Brotherhood of Carpenters; Nate Meddings, Stantec; Drew Farmer, Coos County Commissioner; and Marie Simonds, Bandon Dunes Charitable Foundation.

**1. Call Meeting to Order**

President Stevens called the meeting to order at 11:00 a.m.

**2. Action Items**

A. [Approval of INFRA Grant Agreement](#)

Upon a motion by Commissioner Roblan (second by Commissioner Edwards), the Board of Commissioners voted to approve the INFRA grant agreement with the United States Department of Transportation, and authorize Commission President Kyle Stevens to execute the agreement. **Motion Passed Unanimously.** (Ayes: Stevens, Edwards, ViksneHill, Hamner, and Roblan. Nays: None).

**3. Next Meeting Dates**

- A. PCIP Commission Meeting – Tuesday, July 7, 2026, 8:00 a.m.
- B. Regular Commission Meeting – Thursday, July 16, 2026, 11:00 a.m.

**4. Adjourn**

President Stevens adjourned the meeting at 11:06 a.m.



M E M O R A N D U M

TO: Port of Coos Bay Board of Commissioners  
 FROM: Megan Richardson, Finance Director  
 DATE: June 30, 2026  
 SUBJECT: June 2026 Contracts Awarded

The following are bids that were awarded, and contracts authorized and signed by the Chief Executive Officer during the month of June. All solicitations comply with the requirements of the Port’s Local Public Contracting Rules.

The following projects are included in the appropriate fiscal year budget:

Contract	Description	Cost
RebelGroup Americas, Inc	PCIP Consultant - Phase 2 Market Assessment – Amendment 1	\$40,792.50
<b>Total Contracts Awarded for this Period:</b>		\$40,792.50

# **Management Reports**



M E M O R A N D U M

TO: Port of Coos Bay Board of Commissioners

FROM: Melissa Cribbins, Executive Director of the PCIP Project

DATE: June 30, 2026

SUBJECT: PCIP Project Update

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**Community Engagement:**

See Matt Friesen's report.

**Grants and Financing:**

**Rail Crossing Elimination:** We have an accepted project management plan (PMP) for the Rail Crossing Elimination (RCE) grant. Our next round of grant reporting is due on July 31, 2026 for the financial and performance reports for RCE. The Request for Proposal for design and engineering of the RCE grant is currently under review and is expected to be posted in early July.

**Consolidated Rail Infrastructure and Safety Improvements:** We have an accepted PMP for Consolidated Rail Infrastructure and Safety Improvements (CRISI). Our next round of grant reporting is due on July 31, 2026, for the financial and performance reports for CRISI.

**Infrastructure for Rebuilding America:** The grant agreement for the Infrastructure for Rebuilding America (INFRA) grant was approved by the Port Commission on June 18, 2026. It was signed and sent to the U.S. Maritime Administration (MARAD), and we received a fully executed copy on June 28, 2026. We can now move forward with drafting and submitting a PMP for approval by MARAD.

**Port Infrastructure Development Program:** In late April, the project was awarded \$11.25 million from the Port Infrastructure Development Program (PIDP) grant for track construction on the North Spit. We had the kickoff meeting on June 18, 2026.

**Grant Meetings:** We continue to meet with the granting agencies, Federal Railroad Administration (FRA) and MARAD, in a consolidated monthly grant meeting. This is a much more effective method of working with the agencies and ensuring they have all of the information they need.

**Grant Applications:** In June, we submitted grant applications under the INFRA, RCE and CRISI grant programs for the construction portions of the PCIP project.

**Procurement:**

We are currently reviewing the RFPs for NEPA, Community Engagement, and Permitting, which are expected to be posted in early July. The RFP for the RCE grant is also currently under review and is expected to be posted in early July.

**Permitting:**

We are still under the pause period for David Miller and Associates (DMA) and the U.S. Army Corps of Engineers (USACE) to allow the other aspects of the project to catch up with design and permitting. We have asked USACE to continue their coordination work with U.S. Department of Transportation (DOT) during this time. USACE and the DOT are working on a written memorandum of agreement for their coordination during the NEPA process.



M E M O R A N D U M

TO: Port of Coos Bay Board of Commissioners  
FROM: Matt Friesen, Director of External Affairs  
DATE: June 30, 2026  
SUBJECT: PCIP Management Report

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**Outreach and Communications:**

Staff continued outreach and coordination efforts supporting the Pacific Coast Intermodal Port throughout the month. Engagement focused on strengthening partnerships, advancing statewide transportation discussions, supporting future state funding opportunities, and maintaining communication with stakeholders, elected officials, and community partners.

- Participated in the first meeting of the Governor's Transportation Vision Workgroup, with advance coordination meetings held with the Oregon Trucking Association, Union Pacific Railroad, Oregon Public Ports Association, and the Port of Portland to discuss statewide freight transportation priorities and infrastructure and funding needs.
- Attended Legislative Days in Salem to monitor transportation-related conversations.
- Attended Attorney General Dan Rayfield's town hall. Provided brief project update to AG Rayfield.
- Provided communications support and press release for the recent INFRA Commission meeting grant execution announcement and related updates to legislators, community partners, and regional media.
- Continued coordination with regional and statewide organizations through meetings with economic development, transportation, workforce, industry, and education partners, including participation in the South Coast Economic Exchange. Provided project updates at Bay Area Chamber of Commerce, SCDC and at meetings with Regional Solutions, NW Natural Gas, Oregon State University, Southern Oregon Coast Regional Housing, ODOT and IBEW.
- Drafted and distributed Spring PCIP newsletter.
- Continued meeting in small group settings to provide PCIP updates to local community members.

# Action Items

**OREGON INTERNATIONAL PORT OF COOS BAY  
BOARD OF COMMISSIONERS  
ACTION/DECISION REQUEST**

**DATE:** June 30, 2026

**PROJECT TITLE:** Third Amendment to Professional Services Agreement between the Port of Coos Bay and Confluence Strategies, LLC

**ACTION REQUESTED:** Approve third amendment to Professional Services Agreement between the Port of Coos Bay and Confluence Strategies, LLC

**BACKGROUND:**

On March 1, 2025, the Oregon International Port of Coos Bay and Confluence Strategies, LLC, entered into a Professional Services Agreement (“Agreement”) for Keith Leavitt (“Leavitt”) to serve as the Chief Commercial Officer for the PCIP project. The Parties entered into the First Amendment to the Agreement on August 1, 2025 and the Second Amendment to the Agreement on February 3, 2026.

Leavitt has been chosen to be the new Executive Director of Oregon iSector, a non-profit organization whose mission is to convene and equip leaders across sectors to address complex public challenges that no single sector can solve alone, aiming to build a more thriving state. In this new role, he is no longer available to serve as the Chief Commercial Officer for PCIP.

The Parties have discussed Leavitt’s transition into his new role and have agreed that Confluence Strategies LLC will provide consulting services as needed from July 1 through August 1, 2026. The Third Amendment to the Agreement allows the Port to compensate Confluence Strategies LLC on an hourly basis for Leavitt’s work and terminates the Agreement as of August 1, 2026. The PCIP Project appreciates all of Leavitt’s hard work and willingness to assist to ensure a smooth transition.

The Third Amendment to the Professional Services Agreement has been drafted and is attached.

**RECOMMENDED MOTION:**

Approve third amendment to Professional Services Agreement between the Port of Coos Bay and Confluence Strategies, LLC and authorize Commission President Kyle Stevens to sign and execute.

THIRD AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT BETWEEN  
PORT OF COOS BAY AND CONFLUENCE STRATEGIES LLC

The following Third Amendment was made to the Professional Services Agreement between **the Oregon International Port of Coos Bay**, an Oregon municipal corporation (hereinafter referred to as “Port”) and **CONFLUENCE STRATEGIES LLC**, an Oregon Company (hereinafter referred to as “Consultant”) dated March 1, 2025, first amended on August 1, 2025, and second amended on February 3, 2026.

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is agreed to by both Port and Consultant.

WHEREAS, Port and Consultant previously entered into this Agreement on March 1, 2025;

WHEREAS, Port and Consultant previously entered into the First Amendment to the Agreement on August 1, 2025;

WHEREAS, Port and Consultant previously entered into the Second Amendment to the Agreement on February 3, 2026;

WHEREAS, Port and Consultant have agreed to adjust the terms of the Agreement effective July 1, 2026;

NOW, THEREFORE, the parties agree to amend the previous AGREEMENT and FIRST AND SECOND AMENDMENTS as follows:

3.1 This Agreement will terminate on August 1, 2026.

4.1 Port shall pay Consultant \$350 per hour for services rendered under this Agreement. Expenses shall be reimbursed for required travel, incidentals, materials and supplies, at the GSA per diem and mileage rate and based on Port’s and State’s travel policy/rules.

All other terms and conditions of Agreement remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**CONFLUENCE STRATEGIES LLC**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Kyle Stevens, Commission President  
Oregon International Port of Coos Bay**

\_\_\_\_\_  
**Date**

**OREGON INTERNATIONAL PORT OF COOS BAY  
BOARD OF COMMISSIONERS  
ACTION/DECISION REQUEST**

**DATE:** June 30, 2026

**PROJECT TITLE:** Professional Services Agreement between the Port of Coos Bay and Superior Construction Consulting Services

**ACTION REQUESTED:** Approve Professional Services Agreement between the Port of Coos Bay and Superior Construction Consulting Services

**BACKGROUND:**

The Port of Coos Bay is preparing to post Requests for Proposal for elements of the Pacific Coast Intermodal Port Project, including the Reedsport Rail Crossing Elimination design and engineering. The PCIP project needs assistance in ensuring that we are able to sufficiently staff the RFP process and provide supervision and feedback during the design, engineering and permitting process.

PCIP Staff has met with Rick Skinner of Superior Construction Consulting Services and we are recommending entering into an hourly contract with him to assist with supervision and feedback during the design, engineering, and permitting process. Rick has extensive experience in this area, and most recently has assisted the Coos County Airport District with their capital projects for the last nine years.

The Professional Services Agreement between the Port of Coos Bay and Superior Construction Consulting Services is attached and ready for signature.

**RECOMMENDED MOTION:**

Approve Professional Services Agreement between the Port of Coos Bay and Superior Construction Consulting Services and authorize Commission President Kyle Stevens to sign and execute.

## **PROFESSIONAL SERVICES AGREEMENT**

This is an agreement for Professional Services (hereinafter the "Agreement") entered into effective the 7th day of July 2026, by and between **the Oregon International Port of Coos Bay**, an Oregon municipal corporation (hereinafter referred to as "Port") and **Superior Construction Consulting Services**, an Oregon Company (hereinafter referred to as "Consultant"). The purpose of this Agreement is to establish the mutual and respective responsibilities, terms, and conditions under which Consultant will serve the Port to provide construction consulting services.

### **RECITALS**

1. The Port of Coos Bay is an Oregon municipal corporation.
2. Consultant is an Oregon Domestic Business Corporation providing consulting and project management services.
3. The Port wishes to employ Consultant as an independent Consultant to provide such services.

Therefore, the parties agree as follows:

#### **1. RECITALS.**

The above recitals are true and accurate and are incorporated herein by this reference.

#### **2. DUTIES AND RESPONSIBILITIES.**

**2.1** Consultant accepts this Agreement with the Port on the terms and conditions set forth in this Agreement.

**2.2** Consultant's duties shall consist of the construction consulting services as directed by the Pacific Coast Intermodal Port (PCIP) Executive Director.

**2.3** Any additional duties or additional task orders beyond that set out in the preceding paragraph may be undertaken only upon an amendment to this Agreement, in writing and a written notice to proceed issued by the Port. Any additional amendments may not exceed the Port's annual procurement limits.

#### **3. LENGTH OF AGREEMENT.**

**3.1** The term of this Agreement will be for a period not to exceed one year and may be renewed for additional terms.

#### **4. COMPENSATION.**

**4.1** For services rendered pursuant to this Agreement, the Port shall pay Consultant \$145 per hour, for a total amount not to exceed \$75,000.

**4.2** The Port shall pay Consultant only after Consultant has submitted a monthly invoice to the Port for the work performed. The Port must approve the invoice, and payment to Consultant shall be made within thirty (30) days after the invoice has been submitted by Consultant to the Port, unless the Port objects to the amount of the invoice. All disputes over the amount charged by Consultant to the Port shall be resolved as provided in Section 18.

**4.3** The Port's payment of any amount to Consultant shall not be considered acceptance or approval of any work or waiver of any defects therein by the Port.

**4.4** Any adjustment in the amount of compensation to Consultant shall be in the form of a written amendment to this Agreement and become a part of this Agreement.

## **5. ADDITIONAL CONDITIONS OF EMPLOYMENT.**

**5.1** As requested by the Port, Consultant agrees to provide all tools or equipment necessary for the performance of the services contracted for herein.

**5.2** The parties contemplate that this Agreement will include regular communication between Consultant and Port staff.

## **6. INDEPENDENT CONSULTANT STATUS.**

**6.1** The Parties hereto mutually agree that Consultant will be free from the direction and control of the Port over the means and manner of providing the services contracted for herein, subject only to the right of the Port to specify the desired results.

**6.2** The Parties hereto mutually agree that Consultant has the authority to hire and fire its own employees.

**6.3** As a condition of entering into this contract, Consultant represents to the Port as follows:

**6.3.1** Consultant is an independently established business providing similar services to others.

**6.3.2** Consultant is responsible for obtaining all assumed business registrations required by State law or local government ordinance in order to conduct its business.

**6.3.3** Federal and state income tax returns in the name of the business, or a business schedule C, were filed for the previous year if Consultant performed labor or services as an independent Consultant in the previous year.

**6.3.4** Consultant has performed services for two or more different persons or businesses within a calendar year.

**6.3.5** Consultant assumes financial responsibility for services provided through appropriate insurance coverage(s).

## **7. INSURANCE.**

Consultant shall, at its sole expense, obtain and maintain during the period of this Contract, in a form and with companies satisfactory to the Port, the following policies of insurance coverage:

**7.1** Workers' Compensation insurance to fully meet the requirements of Oregon Workers' Compensation laws applicable in connection with the death, disability or injury of Consultant's employees subject to Oregon Workers Compensation laws, arising directly or indirectly out of the performance of this contract.

**7.2** [RESERVED]

**7.3** Commercial General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Two Million Dollars (\$2,000,000) for injury to or death of persons and damage to or loss or destruction of property. Said policies shall be endorsed to name Oregon International Port of Coos Bay and its divisions, directors, officers, commissioners, agents and employees as additional insureds as per Additional Insured Endorsement Form #1 and shall include a severability of interests provision;

**7.4** Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Oregon International Port of Coos Bay and its divisions, directors, officers, agents and employees as additional insured's and shall include a severability of interests provision;

**7.5** Professional Liability Insurance, including errors and omissions coverage, with limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate.

**7.6** If Consultant's policies lapse or are canceled at any time during the term of this Contract, the Port shall have the right to immediately terminate all of Consultant's activities until such insurance requirements have been fully satisfied by Consultant. Consultant shall require all sub-Consultants who are not covered by the insurance carried by Consultant to maintain the insurance coverage described in this Section. Any insurance policy coverage required herein shall not be suspended, voided, canceled, reduced in coverage or limits or shall be not renewed without Consultant or its insurance representatives providing at least thirty (30) days advance written notice to the Port.

With respect to the insurance required by Sections 7.1, 7.2, 7.3, 7.4, and 7.5, Consultant agrees to waive all insurers' rights of subrogation against the Port and each additional insured as identified herein. All such insurance shall be primary and without

right of contribution from any insurance maintained by the Port.

The Port reserves the right to review, investigate and reject insurance companies proposed to be used by Consultant if they are determined inadequate to provide the necessary coverages as herein specified. Unless otherwise agreed in writing, all insurance required herein to be purchased and maintained by Consultant shall be obtained from insurance companies licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverages required herein.

The insurance coverage required herein shall in no way limit the Consultant's liability under this Contract.

## **8. INDEMNIFICATION.**

Consultant shall indemnify, and hold harmless the Indemnified Parties (defined below) from and against any and all liability, losses, damages and costs (including but not limited to attorneys' fees and, in the case of item (b) below, royalty payments) and expenses arising from or in connection with:

(a) claims for personal injury (including death) and/or property loss or damage to whomsoever or whatsoever to the extent caused by Consultant's negligent performance of:

the Work,

or arising in any manner out of Consultant's negligent execution of this Agreement,

or any negligent act or omission of Consultant, its directors, officers, agents or employees, or the presence of Consultant, its directors, its officers, agents or employees upon or about the property, premises or rights-of-way of the Port, whether or not negligence on the part of any Indemnified Party may have caused or contributed to such injury, death, loss or damage; arising directly or indirectly out of or in connection with the negligent performance by Consultant of any of its obligations, operations or activities under this Contract, including, but not limited to any claims for injury to persons or property, nuisance, mechanics' and materialmens' liens, workers' compensation and unemployment taxes, fines and penalties and environmental damage, provided, however, that if, under the law applicable to enforcement of this Contract, an agreement to indemnify against the indemnitee's own negligence is invalid, then in that event Consultant's obligation to indemnify the Port under this section shall be reduced in proportion to the negligence of the Port, if any, which proximately contributed to such injury, death, loss or damage;

(b) any claim of infringement of intellectual property rights arising from the use of any of the articles, materials, equipment or designs furnished in connection with the Work or named in this Agreement; and,

(c) any claims, fines, penalties or other charge or loss arising from any alleged

violation of any statute, code, or ordinance or regulation of the United States or of any state, county or municipal government that results in whole or in part, directly or indirectly, from the activities of Consultant's officers, agents, employees or sub-Consultants related in any way to this Agreement, or from any act or omission of Consultant, its officers, agents, employees or sub-Consultants contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by the Port without actual knowledge that it might violate any such statute, code, ordinance or regulation (these laws, ordinances and regulations, include, without limitation, all laws, ordinances and regulations relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution, as well as all laws, ordinances and regulations relating to discrimination on the basis of disability).

As used in this Section 8, the terms "Indemnified Parties" and "Indemnified Party" shall mean and include, collectively and singularly, (i) the Port, (ii) any direct or indirect subsidiary of the Port, (iii) any officer, director, Commissioner, employee, shareholder or agent of the Port or of any of its direct or indirect subsidiaries and their divisions, directors, officers and employees.

## **9. TERMINATION.**

**9.1 Reasons for Termination.** Consultant acknowledges that it is an at-will independent Consultant and that the Port may terminate Consultant's employment with the Port at any time. The Port reserves the right to terminate this Agreement at any time, with or without notice, with or without cause and for any reason not prohibited by law.

By way of example, but not in limitation of the Port's rights to terminate Consultant for any reason whatsoever, grounds for termination include, but are not limited to, conduct which is seriously prejudicial to and which substantially affects the fundamental mission of the Port including, but not limited to the following:

- (a) Fraud, dishonesty or any other act of misconduct in the performance of Consultant duties on behalf of the Port; or
- (b) Failure to perform any provision of this Contract required to be performed by Consultant; or
- (c) Conduct detrimental to the interests of the Port.

**9.2 Notice of Termination.** Notice of Termination may be given in writing at least forty-eight (48) hours prior to the effective date of discharge or termination. Such notice may include a statement of the reasons constituting the termination. If notice is given, Consultant shall be entitled to meet with the Port's President, or his/her designee, to discuss such reasons and to refute, orally or in writing, such charges. Such meeting shall be at a time and place convenient to the Port. The Port's President, or his/her designee, may elect to have the Port's attorney present at any such meeting. After such meeting, the Port's President, or his/her designee, will decide whether Consultant should be terminated, and will notify Consultant of the decision, in writing,

within seven (7) working days of the meeting. If the Port's President's decision is to terminate the Agreement, Consultant may, within five (5) days after receiving the Port's written decision, appeal the decision to the full agency board. Consultant may be represented by legal counsel at such meeting at Consultant's sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law unless Consultant requests a public hearing. Consultant shall be provided a written decision regarding the results of the meeting.

**9.3 Termination by Consultant.** If Consultant desires to terminate, Consultant shall give at least two weeks' written notice to the Port. If less than two weeks' notice is given, then Consultant shall pay, or forfeit to the Port, all amounts due under paragraph 4 at the time notice is given.

## **10. NOTICES.**

**10.1** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Chief Executive Officer  
Oregon International Port of Coos Bay  
125 Central Avenue, Suite 300  
Coos Bay, OR 97420

Rick Skinner  
SCCS  
rick.skinner@charter.net  
541-260-2705

with a copy to:

Local Government Law Group  
975 Oak Street, Suite 700  
Eugene, OR 97401

**10.2** Any notice or other communication shall be deemed to be given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notices or other communication shall be mailed may be changed from time to time by giving written notice to the other party.

## **11. ATTORNEY FEES.**

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this contract to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable

attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court, or courts, or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

## **12. AMENDMENTS.**

This Agreement may be amended only by an instrument in writing executed by all the parties.

## **13. HEADINGS.**

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

## **14. ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

## **15. SEVERABILITY.**

If any provision of this Agreement shall be invalid or unenforceable in respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

## **16. WAIVER.**

A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

## **17. GOVERNING LAW.**

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

## **18. ARBITRATION.**

**18.1** If requested in writing by either party, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator then the dispute shall be referred to arbitration in Coos County, Oregon.

**18.2** Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this Agreement, shall be settled by arbitration in Coos County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

**18.3** Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within ninety (90) days thereafter, unless the parties agree otherwise.

**18.4** The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 11 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

**18.5** If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

**18.6** The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

**18.7** Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

**18.8** Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 18.

**18.9** If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 18 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event the Port is made a party to such claim or litigation so initiated by a third party, the Port shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether the Port is required to, or in fact does, initiate a cross claim, counterclaim, or third-party claim under Subclause (iii) of Subsection 18.8 above, and regardless of Consultant's indemnity obligations under Section 8 above.

**IN WITNESS WHEREOF**, the parties have signed duplicate originals of this Agreement to become effective on the date and year hereinabove mentioned.

**OREGON INTERNATIONAL  
PORT OF COOS BAY**

**Consultant**

By \_\_\_\_\_  
Kyle Stevens  
President

By \_\_\_\_\_  
Rick Skinner  
SCCS

# **PCIP Financials**

Oregon International Port of Coos Bay

Grant C202238 - Actual vs. Budget



C202238 Amendment 3 Budget	C202238 Grant Funding	Current Period	Fiscal	Prior Fiscal Years			Total	Remaining Grant Funds
		May	Year to Date	FY24/25	FY23/24	FY22/23		
Interest Earned	-	14,476	76,257	84,158	116,960	123,028	400,403	400,403
Channel: Engineering / Design / Geo-Technical	6,240,000	-	402,741	712,932	3,411,501	679,766	5,206,940	1,033,060
Channel: Economic Benefit Study	1,000,000	-	14,875	53,375	320,450	365,858	754,558	245,442
Channel: Environment Studies / Environmental Impact Statement	3,900,000	-	50,234	178,856	300,558	117,775	647,423	3,252,577
Channel: United States Army Corp of Engineering Agreement	700,000	-	178,000	178,000	202,000	59,000	617,000	83,000
Channel: Permitting & Regulatory Fees	25,000	-	-	-	-	-	-	25,000
Channel: Legal Costs	105,000	-	-	-	-	-	-	105,000
Channel: Section 204/408 Report	225,000	-	14,875	137,200	100,975	17,052	270,102	(45,102)
Channel: Project Management (DMA)	250,000	-	95,595	467,163	715,908	283,586	1,562,252	(1,312,252)
PCIP: Engineering / Design / Geo-Technical	1,500,000	9,438	40,058	621,139	168,210	-	829,407	670,594
PCIP: Environment Studies	100,000	-	-	271,610	-	-	271,610	(171,610)
PCIP: Permitting & Regulatory Fees	50,000	-	-	-	320	-	320	49,680
PCIP: Legal Costs	50,000	4,643	87,065	28,507	-	-	115,572	(65,572)
PCIP: Project Managers (Federal & State)	324,000	21,352	462,920	244,082	-	-	707,002	(383,002)
PCIP: Community Engagement Coordinator	136,000	-	18,224	135,224	-	-	153,448	(17,448)
PCIP: Project Management(Permitting / NEPA)	375,000	-	1,715	40,415	-	-	42,130	332,870
OIPCB: Recipient Project Support (Travel & Lodging)	20,000	751	9,440	4,582	18,806	3,657	36,484	(16,484)
	15,000,000	36,183	1,375,741	3,073,085	5,238,727	1,526,694	11,214,247	4,186,156