

Coos County Urban Renewal Agency
Board Meeting

Wednesday, July 30, 2025, 7:30am

125 W. Central Ave, Suite 230, Coos Bay, OR 97420
Port of Coos Bay Commission Chambers

**COOS COUNTY URBAN RENEWAL AGENCY
NORTH BAY DISTRICT**

125 W. Central Avenue, Suite 300 • Coos Bay, Oregon 97420 • 541-267-7678

M E M O R A N D U M

TO: Coos County Urban Renewal Agency Board
and all Interested Parties

FROM: Lanelle Comstock, Agency Administrator

DATE: July 23, 2025

SUBJECT: CCURA Meeting Notice

NOTICE OF REGULAR CCURA MEETING

A public meeting of the Coos County Urban Renewal Agency Board – North Bay District, Coos County, State of Oregon, will be held on **Wednesday, July 30, 2025 at 7:30 a.m.** 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.

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 Port’s Administrative office at 541-267-7678 by 3:30 p.m. on Tuesday, July 29, 2025. Written comment will be accepted until 3:30 p.m. on Tuesday, July 29, 2025 by sending an email to portcoos@portofcoosbay.com with the subject line ‘Public Comment’.

LC/cs

**COOS COUNTY URBAN RENEWAL AGENCY
REGULAR BOARD MEETING
7:30 a.m. Wednesday, July 30, 2025**

Port of Coos Bay Commission Chambers, 125 W. Central Ave., Suite 230, Coos Bay, Oregon 97420
Watch Live on YouTube: www.youtube.com/portcoos

TENTATIVE AGENDA

1. **CALL MEETING TO ORDER**

2. **INTRODUCTION OF BOARD, STAFF, AND GUESTS**

3. **CONSENT ITEMS**
 - A. Approval of June 24, 2025 Regular Board Meeting Minutes 5
 - B. Approval of April 30, 2025 Regular Board Meeting Minutes..... 7
 - C. Approval of March 31, 2025 Special Board Meeting Minutes 9

4. **ACTION ITEMS**
 - A. Intergovernmental Agreement with Coos County Road Department..... 14

5. **PUBLIC COMMENT**

6. **SCHEDULE NEXT MEETING DATE**

7. **OTHER/ADJOURN**

Consent Items

**COOS COUNTY URBAN RENEWAL AGENCY
REGULAR BOARD MEETING**

7:30 a.m., Tuesday, June 24, 2025

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

DRAFT MINUTES

ATTENDANCE

Agency Board Members:

Todd Goergen, At Large (Chair); Kyle Stevens, Port Commissioner; Matt Hamilton, City of North Bend; Joe Benetti, City of Coos Bay; Lucinda DiNovo, City of Coos Bay; John Sweet, Coos County; and Drew Farmer, Coos County. Absent: Jessica Engelke, City of North Bend; and Elise Hamner, Port Commissioner.

Guests:

Lanelle Comstock, Port Staff; Megan Richardson, Port Staff; Krystal Karcher, Port Staff; and Christina Sanders, Port Staff.

1. CALL MEETING TO ORDER

Chair Todd Goergen called the meeting to order at 7:31 a.m.

2. INTRODUCTION OF BOARD MEMBERS AND GUESTS

3. CONSENT ITEMS

A. Approval of April 30, 2025 Board Meeting Minutes

Chair Goergen proposed tabling the approval of the April 30, 2025 minutes due to uncertainty about comments made regarding what constitutes a major plan amendment. Chair Goergen noted a discussion pertaining to his amendments may have occurred outside the meeting and requested time to review the YouTube recording to clarify his amendment or rescind it. The Board agreed to table the approval of the April 30, 2025 minutes.

B. Approval of May 29, 2025 Budget Committee Meeting Minutes

Upon a motion by Drew Farmer (Second by Kyle Stevens), the Agency Board Members voted to approve the May 29, 2025 Budget Committee Meeting Minutes. **Motion Passed Unanimously.** (Ayes: Benetti, DiNovo, Farmer, Goergen, Hamilton, Stevens, and Sweet. Nays: None. Absent: Engelke and Hamner).

4. BUDGET HEARING – FY 2025/26 BUDGET

A. Public Hearing

Chair Goergen opened the FY 2025/26 Budget Hearing at 7:33 a.m.

Megan Richardson stated the available cash on hand is \$2,878,000. Additional resources include previously levied taxes estimated at \$8,000, interest at \$50,000, tax increment revenues at \$434,646, and loan proceeds of \$5 million. This results in total resources, excluding taxes to be levied, of \$7,936,000. Including taxes, the total resources amount to \$8,370,646.

Ms. Richardson explained that the budget expenditure includes materials and services of \$913,222, which differs by \$50,000 from the Budget Officer's proposal due to the reallocation of \$50,000 to the unappropriated ending fund balance, as discussed during the budget meeting. The total capital outlay is \$7 million, with current debt service for Umpqua Bank at \$5,424 and estimated debt service for a new project at approximately \$402,000, resulting in total expenditures of \$8,370,646.

John Sweet expressed his concern about having \$2,878,000 cash on hand and the potential for taking on additional debt. Chair Goergen and Ms. Richardson clarified that the \$7 million serves as a placeholder for funds and does not represent an authorization for a large loan. The Board discussed the possibility of utilizing the funds in a tiered manner, similar to a construction loan.

Chair Goergen asked for any public comment or testimony on the proposed resolution. There being none, Chair Goergen closed the FY 2025/26 Budget Hearing at 7:38 a.m.

5. **ACTION ITEMS**

A. 2025Res01: Adopting a Budget, Making Appropriations, Imposing and Categorizing Taxes – Combined for Fiscal Year 2025/26

Upon a motion by Lucinda DiNovo (Second by Drew Farmer), the Agency Board Members voted to approve Resolution 2025Res01, a resolution adopting a budget, making appropriations, imposing, and categorizing taxes – combined for the 2025/26 fiscal year. **Motion Passed Unanimously.** (Ayes: Benetti, DiNovo, Farmer, Goergen, Hamilton, Stevens, and Sweet. Nays: None. Absent: Engelke and Hamner).

6. **PUBLIC COMMENT**

There was no public comment.

7. **SCHEDULE NEXT MEETING DATE**

The Board agreed to meet more regularly to maintain momentum on major projects. The Board agreed to schedule the next meeting for August 2025, with the exact date to be determined via Doodle Poll, to review progress on engineering studies and financing options.

8. **OTHER/ADJOURN**

Todd Goergen adjourned the meeting at 7:44 a.m.

**COOS COUNTY URBAN RENEWAL AGENCY
REGULAR BOARD MEETING**

7:30 a.m. Wednesday, April 30, 2025

Port of Coos Bay Conference Room, 125 Central Avenue, Suite 230, Coos Bay, Oregon 97420

DRAFT MINUTES

ATTENDANCE

Agency Board Members:

Todd Goergen, At Large (Chair); Elise Hamner, Port Commissioner; Kyle Stevens, Port Commissioner; Jessica Engelke, City of North Bend; Matt Hamilton, City of North Bend; Lucinda DiNovo, City of Coos Bay; Joe Benetti, City of Coos Bay; John Sweet, Coos County; and Drew Farmer, Coos County.

Guests:

Lanelle Comstock, Port Staff; Megan Richardson, Port Staff; Matt Friesen, Port Staff; Ray Dwire, Port Staff; and Krystal Karcher, Port Staff.

1. CALL MEETING TO ORDER

Chair Todd Goergen called the meeting to order at 7:30 a.m.

2. INTRODUCTION OF BOARD MEMBERS AND GUESTS

3. CONSENT ITEMS

A. Approval of March 27, 2025 Regular Board Meeting Minutes and March 31, 2025 Special Board Meeting Minutes

Todd Goergen stated that he recalled from the Special meeting that Elaine Howard had said what was anticipated would not require a major plan amendment and stated that the Special meeting minutes should be modified to reflect that.

Upon a motion by Elise Hamner (second by Drew Farmer), the Agency Board Members voted to approve the March 27, 2025 Regular Board Meeting Minutes and the March 31, 2025 Special Board Meeting Minutes, as presented. **Motion Passed Unanimously.** (Ayes: Benetti, DiNovo, Engelke, Farmer, Goergen, Hamilton, Hamner, Stevens, and Sweet. Nays: None.)

4. ACTION ITEMS

A. Engineering Study for Transpacific Parkway Renewal

John Sweet stated the first step towards a major rebuild of the Transpacific Parkway is to initiate an engineering study. This study will look at the causeway and right hand turn lane onto Highway 101,

repairing the riprap on the causeway, and redoing the road from the highway to an endpoint near Southport. Mr. Sweet stated he would like to recommend that the Agency fund the study, and the County Road Department handle it, bringing their recommendation to the Agency as to how to move forward. Todd Goergen asked if Port staff would be directed to put the RFP together. Mr. Sweet stated the County Road Department can do this; they are familiar with the process and with the road.

Joe Benetti asked how much there is in the Agency fund and how much is generated each year. Megan Richardson confirmed it is approximately \$2.8 million in the fund, and about \$437,000 per year.

Mr. Sweet stated the Agency would need to provide guidance on how far to extend the northern boundary of the work. Elise Hamner asked if the study could include an alternative option to the end of the road, as this provides access for recreational users of the North Spit.

Mr. Benetti asked about the timeframe. Ms. Richardson asked for budget planning purposes whether this project would be issued for construction during the upcoming budget year. Mr. Goergen confirmed that is the intent to.

Upon a motion by Kyle Stevens (second by Drew Farmer), the Agency Board Members voted to direct the County to move forward with putting together an RFP for an engineering study to determine what it would cost to restore the North Spit road. **Motion Passed Unanimously.** (Ayes: Benetti, DiNovo, Engelke, Farmer, Goergen, Hamilton, Hamner, Stevens, and Sweet. Nays: None.)

5. PUBLIC COMMENT

There was no public comment.

6. SCHEDULE NEXT MEETING DATE

The next meeting will be the Budget Committee meeting in May.

7. OTHER/ADJOURN

Chair Todd Goergen adjourned the meeting at 7:49 a.m.

**COOS COUNTY URBAN RENEWAL AGENCY
SPECIAL BOARD MEETING**

4:00 p.m., Monday, March 31, 2025

Port of Coos Bay Conference Room, 125 Central Avenue, Suite 230, Coos Bay, Oregon 97420

DRAFT MINUTES

ATTENDANCE

Agency Board Members:

Chair Todd Goergen, At Large; Elise Hamner, Port Commissioner; Kyle Stevens, Port Commissioner; Matt Hamilton, City of North Bend; Jessica Engelke, City of North Bend; Joe Benetti, City of Coos Bay; John Sweet, Coos County; and Drew Farmer, Coos County. Absent: Lucinda DiNovo, City of Coos Bay.

Guests:

Rob Taylor; Timm Slater; Elaine Howard; A. LaMar Hoy, South Coast Development Council; Lanelle Comstock, Port Staff; Megan Richardson, Port Staff; Krystal Karcher, Port Staff; and Jennifer Sierra, Port Staff.

1. CALL MEETING TO ORDER

Chair Todd Goergen called the meeting to order at 4:00 p.m.

2. INTRODUCTION OF DIRECTORS AND GUESTS

3. DISCUSSION ITEMS

A. Determine Future of the Agency

Lanelle Comstock opened the meeting with a presentation on proposed projects, emphasizing the Agency's ongoing importance in eliminating blight, building infrastructure, stimulating development, creating jobs, and expanding the tax base. Despite recent inactivity, she underscored Agency's alignment with community goals and its role in economic revitalization.

A potential project could be improvements to the Highway 101 and Transpacific Parkway intersection, suggested by Todd Goergen, which would require ODOT collaboration and could include lane widening, turn lane extensions, and possibly a traffic signal. Though no current cost estimate was available, the project was previously considered expensive. In addition, rock stabilization is needed along the parkway to prevent erosion.

Ms. Comstock also addressed the significant wear on Transpacific Parkway from daily traffic of 240 to 300 trucks, with estimated repaving costs at \$2.5 million if completed within three years or \$4 million if delayed five to seven years, according to David Milliron. Ms. Comstock stated the road faces serious drainage issues. A prior investment of \$78K in design work led to construction bids of \$425K and \$475K, but the project was never executed. Ms. Comstock noted the need for a full stormwater system

on the North Spit, where none currently exists, with 2016 cost estimates ranging from \$4 million up to \$16 million, depending on project scope.

Ms. Comstock stated that URA funds could be used for parks through tax increment financing. In the previous meeting Drew Farmer suggested developing an RV Park on Port-owned land to generate revenue. Elise Hamner proposed a partnership where URA could fund the infrastructure, the Port provide the land, and the County manage the RV Park. Ms. Comstock added the nearby North Spit Overlook, which is currently closed due to maintenance and homelessness concerns, could be restored and promoted as a community recreational asset.

Ms. Comstock highlighted the importance of the Coos Bay Rail Line swing span bridge, a key infrastructure asset for the railroad and local economy that supports train traffic to Ocean Terminals, GMA Garnet, and Danish Dairy, helping transport goods efficiently. Over the past four years, 5,920 loaded train cars crossed the bridge, reducing 15,089 truck trips and supporting 100 local jobs. Built in 1914, the bridge requires frequent repairs. Annual maintenance expenses total around \$1.5 million. Investing in a more reliable bridge could attract new businesses, boost rail traffic, and reduce traffic on the North Spit.

Ms. Comstock stated that URA funds could be used for site preparation to make undeveloped industrial zoned property more shovel-ready, reducing upfront development costs for potential tenants. Business incentives, such as low-interest loans and financial assistance for utilities or engineering support, are key to attracting industry. Concerns about tsunamis on the North Spit led to discussions on conducting a resiliency study and installing an alert system for better preparedness. Additionally, expanding natural gas infrastructure on the North Spit could be considered to support future growth.

Matt Hamilton emphasized the importance of addressing the road, highlighting its critical role for both recreational users and local industries. Delaying repairs would increase costs and maintaining access is vital for businesses, especially if the swing span bridge fails. Mr. Hamilton stressed the responsibility of the Agency to support local industry, as these businesses are significant taxpayers. He also noted that \$1.3 million would be returned to the State and urged the Agency to consider long-term challenges and plan for future needs.

John Sweet stated that he attended the meeting to gather community input ahead of the County's upcoming decision on discontinuing the Agency. He emphasized considerations beyond financial impacts and welcomed others' perspectives. Kyle Stevens expressed agreement with Mr. Hamilton's views, cautioning against dissolving the URA for short-term financial gain and advocating for a long-term solution. In response, Mr. Goergen proposed that the County manage the Agency through an intergovernmental agreement with a prepaid, fixed management fee. He stated this would ensure financial stability and preserve the Agency's focus on job creation and infrastructure. Mr. Goergen stated he saw no legal issues with prepaying the fees but advised checking with legal counsel and expressed strong support for a multi-year prepaid arrangement.

Joe Benetti stated he supports the continuation of the Agency, if school funding is protected, expressing concern over \$1.8 million potentially returning to the State, suggesting it could be better used locally. Mr. Benetti emphasized that the County will still face infrastructure maintenance costs, making the URA's continuation practical. He acknowledged Mr. Goergen's proposal as a possible funding solution for the County and suggested expanding the URA to include an RV Park to boost tourism and revenue.

Elaine Howard stated Mr. Goergen's idea of the County administering the URA and receiving a management fee is an eligible expense and administratively feasible. However, she raised concerns about prepaying for five years, noting it would require legal review. Mr. Goergen proposed prepaid contracts to offer financial flexibility for the County in addressing their budget. If the URA underlevies or doesn't levy, the County would receive \$52K annually.

A. LaMar Hoy suggested that combining the URA with other economic development tools, such as the foreign trade zone and enterprise zones, along with regional assets like deep water access, an airport, and rail, could be a good strategy. He stated the URA has worked in other areas and emphasized that success often depends on having the right plan and allowing sufficient time for it to take effect.

Jessica Engelke stated the presentation was informative and stressed the shared goal of enhancing economic development through interagency collaboration, supporting local businesses and pursuing grants. She stated rather than dissolving the Agency, it should be used as an economic development tool. She voiced concern about heavy traffic damaging roads and the lack of maintenance funding.

Mr. Goergen proposed that the Agency approve about \$300K in prepaid services, pending legal approval, and clarified that the roadwork on Transpacific Parkway could qualify as a rebuild, making it eligible for URD funds. Mr. Sweet stated urban renewal funds are meant for new development, not maintenance, and questioned the appropriateness of using local tax dollars for infrastructure that future developers should fund. Mr. Sweet also voiced hesitation about a proposed RV Park due to high costs and potential competition, while Mr. Goergen stated it would complement, not compete with, existing offerings and support local events. Discussions also touched on flood mitigation and the uncertain scope of future development, particularly the potential container terminal. In summary, Mr. Sweet warned against premature, costly commitments, while Mr. Goergen acknowledged the risks but stressed the importance of preparing for evolving needs.

Mr. Stevens highlighted that the group had carefully considered reasons to keep the Agency but stated the County may have already decided to end it. Mr. Sweet clarified that he has documented the group's input and shared his concerns about some suggestions, emphasizing that the Board of Commissioners will make the final decision. He noted that if the County were to take over management of the Agency it might need to hire staff and expressed concerns about potential criticism if the County were to profit too much from managing the Agency. Mr. Goergen suggested that the Agency might be able to fulfill its contract and address immediate problems, with the County relying on \$51K annually plus administrative costs to ease financial concerns in the short term.

Ms. Hamner expressed her support for the Agency but stressed it should not be treated as a savings account and should be utilized to fund projects ready for implementation. Ms. Hamner emphasized the importance of supporting the infrastructure needs for North Spit businesses, who provide living wage jobs. She also showed interest in exploring County management of the URA. Mr. Sweet noted staff were already stretched thin, while Mr. Goergen proposed a transition period for collaboration between the Port and County. Mr. Farmer agreed with this plan.

Ms. Hamner emphasized that the Agency should hold regular meetings to update and implement plans, address outdated project bids, and identify and prioritize business needs. Mr. Goergen pointed out it is the Board's role to make those decisions. Ms. Engelke suggested group training from Ms. Howard to better understand the Agency's purpose, noting that URAs are designed to attract development and future investment.

Mr. Sweet stated he would share the ideas with department heads and Commissioners, who will make the final decision. Ms. Howard emphasized the need to determine if funding for the upcoming project could come from sources other than URA. She noted that the 2017 plan amendment included proposed work on the roadway and flooding issues, raising the question of whether County funds were available for repairs.

4. PUBLIC COMMENT

Timm Slater clarified his recent remarks at the County Commission meeting, expressing appreciation for the ongoing dialogue and the project list that reflects his concerns and interests. His intent was to provide historical context about the industrial area's development, which began in 1979/80 with an interagency task force, where he served as an industrial monitor on key subcommittees. The area's first industrial project, a warehousing and oil rig fabrication facility, was proposed in 1983/84 with Mr. Slater as project manager, and while it ultimately did not proceed due to falling oil prices, all required permits were obtained. He was also involved in forming the URA in the mid-1980s and served through 1998, witnessing both successful developments like Southport Lumber and Roseburg Forest Products and less successful ventures such as the aquaculture facility and container port mill. Mr. Slater concluded by stressing the importance of maintaining the URA, particularly with major opportunities like a container terminal on the horizon, emphasizing that continued infrastructure support is vital for future success.

5. CONTINUE DISCUSSION

Upon a motion by Jessica Engelke (Second by Kyle Stevens) the Agency Board Members voted to recommend to the County Board of Commissioners that the Urban Renewal Agency not be disbanded or under levied, to continue its role as an economic development tool, and to explore potential options for County management of the Agency. **Motion Passed 6-0-2.** (Ayes: Benetti, Engelke, Goergen, Hamilton, Hamner, and Stevens. Nays: None. Absent: DiNovo. Abstain: Farmer and Sweet).

6. SCHEDULE NEXT MEETING DATE – To Be Determined.

7. OTHER/ADJOURN

Chair Todd Goergen adjourned the meeting at 5:12 p.m.

Action Items

INTERGOVERNMENTAL AGREEMENT

Between the Coos County Urban Renewal Agency and Coos County

For the Administration of Capital Improvements to the Transpacific Parkway

This Intergovernmental Agreement (“Agreement”) is entered into this ___ day of _____, 2025, by and between the Coos County Urban Renewal Agency, a public body corporate and politic created under ORS Chapter 457 (“Agency”), and Coos County, by and through its Public Works Department, a political subdivision of the State of Oregon (“County”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Agency desires to make capital improvements to the Transpacific Parkway, including but not limited to resurfacing the roadway pavement (the “Improvements”) located within the urban renewal area;

WHEREAS, the Transpacific Parkway is a County maintained road; and

WHEREAS, the County possesses the expertise, personnel, and administrative capacity to manage the design and construction of the Improvements; and

WHEREAS, the Parties are authorized to enter into this Agreement under ORS 190.010 to cooperate and jointly exercise powers for the benefit of their constituencies;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to authorize and define the roles and responsibilities of the County in managing the design and construction of capital improvements to the Transpacific Parkway.

2. Scope of Work

- A. The Agency shall perform the following work:
 - a. Identify key needs on the Transpacific Parkway to designate as Improvements for the County to perform under this Agreement. Such projects might include resurfacing the length of the road, reinforcing the causeway, adding turn lanes, and/or raising areas of the road that are prone to flooding.
 - b. Review recommendations of the engineering consultant retained by County to further identify the nature and scope of the needed Improvements for the County to perform under this Agreement.

- c. Fund all direct and indirect costs of such Improvements, including the cost of the County to administer the Improvements.
- B. The County shall perform the following work:
1. Plan, coordinate, and administer the design and construction of all necessary Improvements to the Transpacific Parkway;
 2. Prepare and issue solicitation documents, through the County's Office of Legal Counsel, to procure an engineering consultant for the Improvements in compliance with all applicable state and local procurement laws;
 3. Select and contract with the engineering consultant following a competitive selection process;
 4. Manage the engineering consultant's services and ensure completion of design documents;
 5. Prepare and issue any necessary formal Invitations to Bid (ITB), through the County's Office of Legal Counsel, to procure construction services for the Improvements in compliance with all applicable state and local procurement laws;
 6. Oversee and manage any and all construction projects necessary to carry out the Improvements, including contract administration and inspection services; and
 7. Provide regular progress updates to the Agency.

3. Compensation

In consideration for the County's services, the Agency will reimburse the County for direct costs incurred in completing the Improvements and shall in addition compensate the County for indirect costs by paying the County a 15% administrative fee on all direct costs. Direct costs include but are not limited to the following:

- A. Documented hourly staff costs of the County's Legal Office Manager, County Counsel, and Roadmaster in administering the procurement of engineering and construction services for the Improvements.
- B. All documented costs associated with the design of the Improvements, such as the contracted-for price of the engineering consultant and any amendments or change orders to the contract. This includes the hourly wages of the Roadmaster for any time spent managing or reviewing the work performed by the consultant.
- C. All documented costs associated with the construction of the Improvements, such as the contracted-for price of the construction and any amendments or change orders to the contract. This includes the hourly wages of the Roadmaster for any time spent managing or reviewing the work performed by the construction contractor.

All staff costs will be calculated based on each staff member's fully loaded hourly rate, which shall be based on compensation, payroll taxes, benefits, and other direct costs associated with the

staff member. The rate shall not be based on indirect costs, such as office space and utilities, equipment, software, IT or administrative support, or other overhead expenses.

The County shall submit itemized invoices no more frequently than monthly. Upon receipt of an invoice, the Agency shall remit payment within thirty (30) days.

4. Subcontracts

The County is authorized to enter into subcontracts or agreements with third parties as necessary to carry out its obligations under this Agreement. Any such subcontract shall be consistent with the terms of this Agreement and applicable laws, including Oregon public contracting laws. The subcontracting Party shall remain fully responsible for the performance of any subcontractor and shall ensure that all subcontractors comply with all relevant provisions of this Agreement. Subcontractors shall not be considered third-party beneficiaries to this Agreement.

5. Term

This Agreement shall be effective from the date of the last signature set forth below until the completion of the Improvements, unless earlier terminated in accordance with Section 9.

6. Records and Audits

The County shall maintain accurate financial and project records and make them available to the Agency upon reasonable request. The Agency reserves the right to audit such records.

7. Compliance with Laws

The County shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

8. Non-discrimination

The County agrees to comply with all applicable provisions of federal, state, and local laws, regulations, executive orders, and ordinances prohibiting discrimination, including but not limited to Title VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; The Age Discrimination Act of 1975; ORS Chapter 659 and 659A; and all applicable administrative rules and regulations.

Accordingly, the County shall not discriminate against any individual on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, disability, or veteran status in the performance of this contract, including but not limited to hiring, selection for training, promotion, discipline, and termination.

9. Termination

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination, the Agency shall reimburse the County for all services performed and costs incurred up to the date of termination, including the applicable administrative fee proportionate to the work completed.

10. Mutual Indemnification

To the extent permitted by law, the County agrees to indemnify and hold the Agency harmless for all costs and damages arising out of any acts or omissions by County, its elected officials, employees, or agents and Agency agrees to indemnify and hold County harmless for all costs or damages arising out of any acts of Agency, its elected officials, employees, or agents.

11. Excuses for Non-performance

Neither Party shall be held responsible for delay or failure to perform when such a delay or failure is due to fire, flood, drought, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either Party may terminate the Agreement, effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the Agreement.

12. Amendments

This Agreement may be amended only by written instrument signed by both Parties.

13. Merger; Waiver

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement will bind a Party unless signed by an authorized person representing the consenting or waiving Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

14. Governing Law

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

15. Counterparts.

This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one fully executed Agreement binding on County and Agency in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Coos County Urban Renewal Agency

By: _____

Name: _____

Title: _____

Date:

Coos County, by and through its Public Works Department

By: _____

Name: _____

Title: _____

Date: