



# CITY OF COOS BAY CITY COUNCIL MEETING

**July 5, 2022 - 7:00 PM**

Council Chambers - 500 Central Avenue, Coos Bay, Oregon

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All citizens addressing the City Council under regular agenda items or public comments are required by City Council Rule 2.9.4 to sign-in on the forms provided on the agenda table.

If you require a listening enhancement device, please contact the City Recorder.  
Please silence electronic devices - Thank you.

Remote Attendance Link via Microsoft Teams  
Meeting Live Link/Video

1. Flag Salute
2. Public Comments
  - a. Public Comment Form
3. Consent Calendar
  - a. Acceptance of Advanced Health Grant for Community Resource Officer Vehicle Purchase
  - b. Consideration of 2022 Oregon State Fire Marshall Wildfire Season Staffing Grant
  - c. Adoption of Resolution 22-19 Amending Fiscal Year 2022-2023 Appropriations
4. Discussion Regarding the Council Flag Policy
5. Public Hearing for Consideration to Amend the Transportation System Plan Related to the Front Street Blueprint - Would Require Enactment of Ordinance
6. Consideration to Accept Contract for Library Services
7. Consideration to Award Pump Station 6 Construction Management Services to Dyer Partnership
8. Consideration to Award Janitorial Services Contract
9. Consideration to Approve a Tesla Supercharger Agreement
10. Consideration to Approve an Intergovernmental Agreement - Coordinated Office on Homelessness
11. City Manager's Report
12. Council Comments
13. Adjourn



# City of Coos Bay PUBLIC COMMENT FORM

The City of Coos Bay values our citizen's input and participation in our various councils, boards, and commissions. In an effort to encourage access to participation, we have established a process by which the public can provide written comments in advance which allows for potential timely addition to the agenda topics of interest to the public. Each council meeting provides for a public comment period, as well as when a public hearing is held. Public comment is an opportunity to share information or concern with the council. Public comment is limited to three (3) minutes, per individual.

If you wish to provide public comment at an upcoming meeting, please fill out this form and submit to [publiccomment@coosbay.org](mailto:publiccomment@coosbay.org). You may also mail or hand deliver your completed form to 500 Central Avenue, Coos Bay, OR 97420; fax to 541-267-5912; or leave in the drop box at the front doors at City Hall. Completed forms must be received by 1:00 pm the day of the meeting to be added to Public Comment List.

## Public Comment Rules:

- Public Comment Form must be completed before speaking.
- Limited to three (3) minutes per speaker.
- Coos Bay residents and business will be given preference for addressing the council during the time allotted for public comment.
- Speakers may not convey/donate their time to another speaker.
- Council cannot engage in question/answer conversations with the speaker.
- Questions/concerns about operations should be handled by city staff during regular business hours.
- The presiding officer has responsibility of enforcement of these rules, and may alter the order of speakers for efficiency.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I wish to speak to the City Council on the following agenda item/issue:

\_\_\_\_\_

I have previously addressed the City Council on this issue.

In lieu of speaking, I request the City Recorder to include my written comments into the public record (comment area provided on page two).

By signing below, I acknowledge the above public comment rules. Pursuant to ORS 192.420, this document is considered a public record and disclosure may be required upon request.

**SIGNATURE REQUIRED**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

[illegible]

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	3.a.

TO: Mayor Benetti and City Councilors

FROM: Chris Chapanar, Police Chief

THROUGH: Rodger Craddock, City Manager

ISSUE: Acceptance of Advanced Health Grant for Community Resource Officer Vehicle Purchase

### **SUMMARY:**

The Police Department was recently notified of a grant award from Advanced Health for \$67,000 to purchase and equip and vehicle for the Community Resource Officer.

### **ACTION REQUESTED:**

If it pleases the Council, accept the grant from Advanced Health for the purchase of a vehicle for the Community Resource Officer.

### **BACKGROUND:**

Advanced Health recently awarded the Coos Bay Police Department a \$67,000 grant to fund the purchase and equipping of a vehicle for the Community Resource Officer (CRO). This vehicle will pursuit-grade, off-road capable truck to aid the CRO in daily activities.

Generally grant awards acceptance requests are accompanied by a Resolution requesting appropriation of the grant funds, however, as an appropriation transfer resolution was already compiled for presentation at the same meeting, the appropriation request is included on that resolution.

### **BUDGET IMPLICATIONS:**

The cost of purchase and equipping the vehicle is fully covered by the grant award.

### **ATTACHMENT(S):**

- ▢ Award Letter



May 25, 2022

Darrell Babb, Senior Officer  
Coos Bay Police Department  
500 Central Ave.  
Coos Bay, OR 97420

RE: Community Resource Officer Vehicle Grant

Dear Officer Babb,

Congratulations! We are pleased to inform you that Advanced Health has reviewed your proposal and awarded the Coos Bay Police Department \$67,000 to be used for the purchase of a Community Resource Officer Vehicle.

Advanced Health has approved this to be used for and by the Community Resource Officer exclusively. We support the continuation of the Community Resource Officer (CRO) position, both now and in the future, as a critical community resource.

The funds are to be used solely for this resource as described in the submitted proposal. Coos Bay Police Department will be responsible for managing these funds.

Advanced Health's COO Jim Gardner, or an Advanced Health team member, will be routinely checking in to see how this resource is being used and how we can assist the CRO with making the greatest impact in our community.

#### Acceptance Agreement

Please signify your acceptance of this award by signing and returning a copy of this letter. Once a copy of this letter is received, the funds will be disbursed.

On behalf of Advanced Health, please know we are happy to support the work you are doing and wish you much success in achieving your goals.

If you have any questions, please contact us.

Sincerely,

Anna Warner

Anna Warner  
Executive Program Director

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ACCEPTED on behalf of COOS BAY POLICE DEPARTMENT:

Print Name: Chris Chapana

Title: Chief of Police

Signature: 

Date: 6-2-2022

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	3.b.

TO: Mayor Benetti and City Councilors

FROM: Mark Anderson, Fire Chief

THROUGH: Rodger Craddock, City Manager

ISSUE: Consideration of 2022 Oregon State Fire Marshall Wildfire Season Staffing Grant

### **SUMMARY:**

The Coos Bay Fire Department would like to utilize Oregon State Fire Marshal (OSFM) grant funds to augment staffing for the 2022 wildfire season.

### **ACTION REQUESTED:**

If it pleases Council, accept the 2022 OSFM Wildfire Season Staffing grant in the amount of \$35,000 and direct staff to ratify the grant agreement.

### **BACKGROUND:**

Like most fire departments in the state of Oregon and across the country, with lower numbers of active volunteers and limited staffing, the fire department has struggled with maintaining adequate numbers of firefighters for mitigation of larger incidents. This shortage is most evident during the summer months. Student firefighters are on summer break, career staff tend to use more vacation time, and the risk of wildland fire is much greater.

In 2021, the Oregon Legislature appropriated funds to allow the Oregon State Fire Marshal's Office (OSFM) to create a Wildfire Season Staffing grant. This grant distributes funding to local fire service agencies to augment firefighting staffing. The intent is to provide an increase in staff hours or seasonal personnel for fire departments with the hope that fires can be controlled before they grow too large.

Fire department staff applied for, and were approved to receive the maximum amount of \$35,000 from this OSFM Wildfire Season Staffing grant.

The fire department would use these funds to offset the cost of hiring some of the student firefighters as seasonal maintenance staff; conducting hydrant maintenance, hose testing, painting, yard work, and other maintenance or support work. This program, started in 2021, incentivizes the students to stay here during the summer months. The remaining grant funds would be used to pay overtime for firefighters to cover vacancies in the staffing schedule.

**BUDGET IMPLICATIONS:**

The OSFM Wildfire Season Staffing grant funds of \$35,000.00 would be placed into the General Fund; reducing the City's budgeted obligation.

**ATTACHMENT(S):**

- ▢ Grant Agreement

## GRANT AGREEMENT

Title: 2022 OSFM Wildfire Season ("WFS") Staffing Grant

Agreement Number: 2022-WFS-017

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal ("OSFM"), and Coos Bay Fire and Rescue ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law (the "Effective Date") and, unless earlier terminated, expires on October 31, 2022 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term."

Pursuant to the Oregon Legislative Regular Session, Senate Bill 762 ("SB762") dated 2021 appropriated \$55,000,000 General Funds to OSFM for wildfire response. OSFM then allocated from the appropriation funds to support the 2022 WFS by requesting WFS Staffing Grant Applications from local fire agencies to request funding to support additional firefighters and to cover overtime costs for existing paid firefighters for the 2022 WFS. This Agreement sets forth the terms and conditions of Recipient's receipt of a WFS Staffing Grant and includes the following exhibits:

- |            |   |
|------------|---|
| Exhibit A: | Project Description                               |
| Exhibit B: | Sample- 2022 OSFM WFS Staffing Grant Final Report |
| Exhibit C: | 2022 OSFM WFS Staffing Grant Application          |
| Exhibit D: | 2022 OSFM WFS Staffing Grant Application Manual   |

### SECTION 1 – GRANT

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of \$35,000.00 (the "Grant").

Conditions Precedent. OSFM's obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

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

### SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all condition's precedent, OSFM shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- C. Remaining Funds. If Recipient has any remaining moneys not spent OSFM reserve the right to determine if agency can keep them or return them for OSFM to reinvest in other projects.

### SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys.

Recipient shall use the Grant only for the activities described in **Exhibit A.**

- B. RESERVED.

#### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OSFM:

A. Organization and Authority.

- (1) Recipient is a unit of local government validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to OSFM all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

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

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

#### SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

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

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Report. Recipient must submit to OSFM a final report ("Sample- 2022 OSFM WFS Staffing Grant Final Report") by November 15, 2022. The Grant Report shall include the information in Exhibit B attached.

D. Insurance.

- 1) The parties acknowledge and agree Recipient is a unit of local government as defined in ORS 190.003, and in order to meet the requirements of ORS 30.272 and ORS 30.273 may be commercially insured or self-insured.
  - 2) Recipient shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its own acts and omissions under this Agreement. Recipient may satisfy these requirements in any manner allowed by ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.271. In the event of unilateral cancellation or restriction by the insurance company of Recipient's insurance policy referred to in this paragraph, Recipient, as applicable, shall immediately notify OSFM verbally and in writing. Recipient's coverage limits shall not be less than \$100,000 for any single claimant and \$200,000 for multiple claimants.
  - 3) All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126.
- E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- F. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, agreements, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.
- G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
  - 2) With respect to a Third Party Claim for which the State is jointly liable with Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of Recipient on the other hand in

connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 3) With respect to a Third Party Claim for which Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- J. Return of Unexpended Grant Funds. No later than October 31, 2022, Recipient shall return to OSFM all Grant funds not expended by the Expiration Date if OSFM has determined they are to be returned per Section 2, C above.

#### SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OSFM's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.



- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

## SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OSFM makes no warranty or representation.
  - (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.
- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OSFM at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

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

If to OSFM:                      Shaun Parkman, WSF Grant Project Administrator  
Office of State Fire Marshal

3565 Trelstad Ave. SE  
Salem, OR 97317  
Ph: 503-779-8364  
Email: [Shaun.Parkman@osp.oregon.gov](mailto:Shaun.Parkman@osp.oregon.gov)

If to Recipient: Mark Anderson  
Fire Chief  
Coos Bay Fire & Rescue  
450 Elrod Ave  
Coos Bay, Oregon 97420  
Ph: 1-541-217-4030  
Email: [jguenther@coosbay.org](mailto:jguenther@coosbay.org)

- E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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

**STATE OF OREGON**  
acting by and through its  
Oregon State Police on behalf of Oregon State  
Fire Marshal's office

**COOS BAY FIRE AND RESCUE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Lisa Gramp approved via email dated 5/27/2022

Senior Assistant Attorney General

## EXHIBIT A - PROJECT DESCRIPTION

### **I. Purpose and Scope**

The purpose of this Grant is to provide funding to support additional paid firefighting staff or cover overtime costs for existing paid firefighting staff through 2022 WFS. Additional paid staff may include current volunteer firefighters. Grant funds may be used to cover administrative costs up to 10% of the total grant award. See the 2022 OSFM WFS Staffing Grant Application Manual for more information.

### **II. Key documents**

*Exhibit B- Sample- 2022 OSFM WFS Staffing Grant Final Report*

*Exhibit C- 2022 OSFM WFS Staffing Grant Application*

*Exhibit D- 2022 OSFM WFS Staffing Grant Application Manual*

## 2022 OSFM Wildfire Season Staffing Grant Application

The 2022 Wildfire Season Staffing Grant is intended for all Oregon fire agencies to increase availability of local firefighters through October 1, 2022. Grant funds may be used to cover administrative costs up to 10% of the total grant award. See the 2022 OSFM Wildfire Season ("WFS") Staffing Grant Manual for more information.

FDID/DCIN \_\_\_\_\_

Fire Agency Name \_\_\_\_\_

Fire Chief \_\_\_\_\_

Grant Contact Name \_\_\_\_\_

Grant Contact Phone \_\_\_\_\_

Grant Contact Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Number of Firefighters

Paid: \_\_\_\_\_

Volunteer: \_\_\_\_\_

Annual Operating Budget \_\_\_\_\_

Your agency may use WFS Grant funds to pay student interns, pay volunteers or pay career firefighters for extra shifts or overtime.

Please identify how the WFS Grant funds will be used by your agency (check all that apply):

- ☐ Student Interns
- ☐ Volunteers
- ☐ Extra shifts and overtime for Career Firefighters
- ☐ Other (please explain): \_\_\_\_\_

Total Firefighter Cost Funds Requested: \_\_\_\_\_

Administrative Expense (up to 10% of Total Funds Requested): \_\_\_\_\_

**TOTAL GRANT REQUEST (NTE \$35,000):** \_\_\_\_\_

Additional Comments: \_\_\_\_\_

## **SIGNATURE AND CERTIFICATION**

Signatory below must have the authority to obligate funds (e.g., Fire Chief, Treasurer, or Board Member). The applicant certifies to the best of their knowledge, that the information on this application is true and correct, and if awarded a WFS grant, the applicant agrees to use those funds for the sole purpose described on this application. The applicant also certifies they will comply with the guidance, procedures, and rules identified in the 2022 OSFM Wildfire Season Staffing Grant Application Manual.

<b>G. <u>Signature</u></b>		<b>H. <u>Date</u></b>	
<b>I. <u>Print Name</u></b>		<b>J. <u>Title</u></b>	

Application review will begin June 6, 2022. Applications may be considered through August 12, 2022, subject to availability of funds.

Choose ONE of the submission options below:

**Email:** \_\_\_\_\_

Mail: Shaun Parkman  
WFS Grant Coordinator  
Oregon Office of State Fire Marshal  
3565 Trelstad Ave SE  
Salem, OR 97317

**EXHIBIT C – REQUESTED 2022 OSFM WFS STAFFING GRANT APPLICATION**

Application submitted and approved via 2022 WFS Staffing Grant Smartsheet system.



**EXHIBIT D – 2022 OSFM WSF STAFFING GRANT APPLICATION MANUAL**



2022 OSFM WFS  
Grant\_Award Manua



# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	3.c.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager

THROUGH: Rodger Craddock, City Manager

ISSUE: Adoption of Resolution 22-19 Amending Fiscal Year 2022-2023 Appropriations

### **SUMMARY:**

Recently both the Fire Department and Police Department were awarded grants. The Fire Department was awarded a \$35,000 Oregon State Fire Marshall Wildfire Season Staffing grant and the Police Department was awarded a \$67,000 Advanced Health grant for the purchase of a vehicle for the Community Resource Officer. The proposed resolution will appropriate these grant funds which were not anticipated at the time of the original fiscal year 2022-2023 budget.

### **ACTION REQUESTED:**

If it please Council, adopt Resolution 22-19 appropriate the grant funds from the Oregon State Fire Marshall and Advanced Health.

### **BACKGROUND:**

Additional details regarding these two grant awards are available staff reports also presented with the July 5, 2022 agenda packet.

### **BUDGET IMPLICATIONS:**

These unanticipated grants funds will cover expenses not anticipated during the adoption process for the 2022-2023 budget.

### **ATTACHMENT(S):**

- ▢ Resolution 22-19

**City of Coos Bay**

**Resolution 22-19**

**A RESOLUTION OF THE CITY OF COOS BAY, COOS COUNTY, OREGON, TO ADJUST APPROPRIATIONS FOR THE 2022-23 FISCAL YEAR.**

WHEREAS, the City of Coos Bay has been awarded a \$67,000 Advanced Health grant for the purchase of a vehicle for the Community Resource Officer, and to comply with provisions of ORS 294.338(2) which allows for appropriation of funds by resolution only for unforeseen specific purpose grant funds received, the governing body, at a regularly scheduled meeting, shall adopt a resolution stating the need, purpose, and amount of the appropriation; and

WHEREAS, the City of Coos Bay has been awarded a \$35,000 Oregon State Fire Marshall Wildfire Season Staffing grant for hiring student workers throughout wildfire season, and to comply with provisions of ORS 294.338(2) which allows for appropriation of funds by resolution only for unforeseen specific purpose grant funds received, the governing body, at a regularly scheduled meeting, shall adopt a resolution stating the need, purpose, and amount of the appropriation; and

WHEREAS, a resolution would be required to adjust appropriation levels between previously appropriated categories, which must state the need, purpose of the appropriation, per ORS 294.463; and

WHEREAS, the follow details the purposes of the appropriations:

**GENERAL FUND**

Source	State Grant	\$	35,000	
Use	Public Safety		\$	35,000

**CAPITAL IMPROVEMENT FUND**

Source	Private Grant	\$	67,000	
Use	Capital outlay		\$	67,000

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Coos Bay, Coos County Oregon hereby appropriates the funds as aforementioned. The foregoing resolution was duly adopted by the City of Coos Bay, Coos County, Oregon this 5<sup>th</sup> day of July 2022.

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Joe Benetti, Mayor

ATTEST:

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Nichole Rutherford, City Recorder

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	4.

TO: Mayor Benetti and City Councilors

FROM: Rodger Craddock, City Manager

THROUGH:

ISSUE: Discussion Regarding the Council Flag Policy

### **SUMMARY:**

In September 2021, the Council adopted a Council Flag Policy. Mayor Benetti has requested the Council consider placing a moratorium on the policy in order to further analyze the Supreme Court's ruling on the Harold Shurtleff v. City of Boston case.

### **ACTION REQUESTED:**

If it pleases Council, approve a 90-day moratorium on the Council Flag Policy to allow the City Attorney to further analyze recent related court cases and to provide the Council legal advice and options.

### **BACKGROUND:**

### **BUDGET IMPLICATIONS:**

None at this time.

### **ATTACHMENT(S):**

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

This item was previously discussed at City Council meeting on 6/21/2022

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	5.

TO: Mayor Benetti and City Councilors

FROM: Carolyn Johnson, Community Development Administrator

THROUGH: Jim Hossley, Public Works and Community Development Director

ISSUE: Public Hearing for Consideration to Amend the Transportation System Plan Related to the Front Street Blueprint - Would Require Enactment of Ordinance

### **SUMMARY:**

Following Council's June 21, 2022 authorization of Resolution 22-16, approving the Front Street Blueprint (Blueprint), the Coos Bay Transportation System Plan (TSP) requires minor amendments to reflect Blueprint references. An ordinance is required to amend the TSP which is included within Coos Bay Municipal Code.

### **ACTION REQUESTED:**

If it pleases Council, enact an Ordinance adopting minor amendments to the Coos Bay Transportation System Plan.

### **BACKGROUND:**

Proposed revisions to the Transportation System Plan are as described in the ordinance, including it's attached Exhibit A. Revisions include changes to the TSP Table 1, Summary of Tier 1 (Financially Constrained Improvements) Capital Projects #9 to read "Blueprint" instead of "Action Plan" and also TSP project sheet for CB-9 to reflect the finished Front Street Blueprint.

### **BUDGET IMPLICATIONS:**

None.

### **ATTACHMENT(S):**

- ❏ Ordinance for minor TSP amendment

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING THE 2020 TRANSPORTATION SYSTEM PLAN (TSP) RELATED TO THE ADOPTION OF RESOLUTION 22-16 AUTHORIZING THE FRONT STREET BLUEPRINT.**

**SECTION 1: ACTION**

- A. The Coos Bay City Council on June 21, 2022, authorized Resolution 22-16 adopting the Front Street Blueprint (Blueprint). The Blueprint identifies public transportation improvements for future City consideration between Market Street and Ivy Avenue on Front Street. The Blueprint is referenced in the 2020 Transportation System Plan (TSP) as a draft document. The 2020 TSP requires minor amendments to accurately reference the adopted Blueprint as an adopted City policy document as noted in Exhibit A.
- B. Determination of findings of fact as referenced in Exhibit A.

**SECTION 2: NOTIFICATION OF PUBLIC HEARING**

- A. Notification of this June 21, 2022 public hearing with required information was provided to the Oregon Department of Land Conservation and Development on May 25, 2022.
- B. A public hearing notice was posted in the World identifying the date, time, intent and location of information for the May 27, 2022 for Planning Commission and City Council public hearings.
- C. A Planning Commission public hearing was held on May 31, 2022.
- D. A City Council public hearing was held on June 21, 2022.
- E. A City Council public hearing was held on July 5, 2022.

**SECTION 3: PLANNING COMMISSION RECOMMENDATION**

Consistent with CBMC Section 17.130.110 Type IV Procedure, the Coos Bay Planning Commission on May 31, 2022 recommended Council action to approve Project #187-22-000180-PLNG.

**SECTION 4: THE CITY COUNCIL ORDAINS** that Project #187-22-000180-PLNG is approved as described in the attached Final Decision with findings of fact found in Exhibit A, an amendment to the 2020 Comprehensive Plan TSP.

This Ordinance shall take effect 30 days after enactment by the City Council and signature by the Mayor, whichever is later.

The foregoing ordinance was enacted by the City Council of the City of Coos Bay this 5<sup>th</sup> day of July, 2022 by the following vote:

Yes:

No:

Absent:

\_\_\_\_\_  
Joe Benetti, Mayor  
City of Coos Bay, Coos County Oregon

ATTEST:

\_\_\_\_\_  
Nichole Rutherford, City Recorder  
City of Coos Bay, Coos County Oregon

## EXHIBIT A

### CITY COUNCIL FINAL DECISION PROJECT #187-22-000180-PLNG

The Coos Bay City Council Final decision authorizes Project #187-22-000180-PLNG, a minor amendment to the 2020 Comprehensive Plan Transportation element/Transportation System Plan found at the conclusion of this Final Decision consistent with the following statements of facts/findings and conclusions:

#### I. SECTION 17.215 APPROVAL CRITERIA, STATEMENT OF FACT/FINDINGS AND CONCLUSIONS

The following is a list of the approval criteria applicable to the request. According to Coos Bay Municipal Code (CBMC), Chapter 17.215.060.A, a plan amendment request must be evaluated against the applicable approval criteria. Each criterion is followed by findings or justification statements.

**APPROVAL CRITERION 1. The boundaries of the Comprehensive Plan map designations and the Comprehensive Plan text may be amended as provided in CBMC 17.215.020.**

**STATEMENTS OF FACT AND FINDINGS:** The request is to adopt an amendment to the 2020 TSP which, as the transportation element of the Comprehensive Plan, constitutes an update to the City's transportation plans and policies. The boundaries of the Comprehensive Plan map designations are not proposed for amendment.

**CONCLUSION:** As proposed, this criterion is adequately satisfied.

**APPROVAL CRITERION 2. The proposed amendment is in the public interest.**

**STATEMENTS OF FACT AND FINDINGS:** The amendment was developed through a process that included opportunities for public involvement and input. Public engagement included involvement from an Advisory Committee (PAC), including representation from the City of Coos Bay. Public meetings were held in 2022, and a public survey was also conducted. In addition to City of Coos Bay staff, an Advisory Committee composed of interested citizens, property owners, business representatives, and other stakeholders provided guidance during the project. Meetings with these stakeholders were held throughout the project.

**CONCLUSION:** As proposed, this criterion is adequately satisfied.

**APPROVAL CRITERION 3. Approval of the amendment will not result in a decrease in the level-of-service for capital facilities and services identified in the Coos Capital Improvement Plan(s).**

**STATEMENTS OF FACT AND FINDINGS:** The proposed amendment to the 2020 TSP has identified minor text changes that will, when implemented, not result in a decrease in the level of service identified in the Coos Capital Improvement Plan.

**CONCLUSION:** As proposed, this criterion is adequately satisfied.

## II. CITY OF COOS BAY COMPREHENSIVE PLAN Statewide Planning Goals

*Goal 1: Citizen Involvement: To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.*

**Finding:** This application complies with the citizen involvement processes included in the City's acknowledged Comprehensive Plan, which is consistent with Statewide Planning Goal 1. Notice of the proposal and hearings for the Front Street Blueprint (Blueprint), for which this amendment is required, in the World Newspaper on May 27, 2022. The draft ordinance authorizing the amendment was posted in two public places consistent with the City Charter. The proposal was made available to the Department of Land Conservation and Development on May 25, 2022 in advance of the May 31, 2022 Planning Commission public hearing and the June 21 and July 5, 2022 City Council public hearings.

Preparation of the Blueprint, for which this amendment is required, was developed with an Advisory Committee comprised of interested agencies and Front Street business and property owners. The Committee, city staff and a professional consultant worked together to develop the Blueprint as a result of multiple meetings and review of Plan preparation material.

*Goal 2: Land Use Planning: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

**Finding:** Existing state and local plans, policies, standards, and laws relevant to the TSP were reviewed and evaluated in the Blueprint to guide the development of the TSP amendment. Coordination between the state and local agencies was accomplished through the involvement of the of the project management team consisting of City staff, the ODOT grant manager, and consultant team. Members of the public advisory committee provided guidance on the development the Blueprint and included multiple stakeholders and over a hundred comments from a public survey.

*Goal 3: Agricultural Lands: to preserve and maintain agricultural lands.*

**Finding:** Goal 3 is not applicable. The City of Coos Bay has no lands designated as agricultural within its municipal boundaries.

*Goal 4: Forest Lands: To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.*

**Finding:** Goal 4 is not applicable. The City of Coos Bay has no lands specifically designated as forest use within its municipal boundaries.

*Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces: To protect natural resources and conserve scenic and historic areas and open spaces.*

**Finding:** Goal 5 is not applicable; the project has no impact on Natural Resources.

*Goal 6: Air, Water, and Land Resources Quality: to maintain and improve the quality of the air, water, and land resources of the state.*

**Finding:** Goal 6 is not applicable to the TSP amendment.

*Goal 7: Areas Subject to Natural Disasters and Hazards: To protect life and property from natural disasters and hazards.*

**Finding:** Goal 7 is not applicable to the TSP amendment.

*Goal 8: Recreational Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.*

**Finding:** The proposed recreational facilities of Coos Bay in the TSP “Goal and Policies” Section note the importance of recreational tourism to the City’s economic interests; recreational needs were addressed in the following policies:

- Goal 5, Policy e - Encourage recreational tourism by developing vehicular, pedestrian, and bicycle connections and recreation routes and services throughout the City and between major recreational locations, destinations and key City service areas.
- Goal 5, Policy f - Improve designated major tourist routes with enhanced streetscape and directional markings.
- Goal 5, Policy g - Support recreational transit use to boost tourism, enhance economic development, and reduce the environmental impacts of automobile traffic.
- Goal 5, Policy h - Explore options to enhance tourist transit use with Coos County Area Transit, including the use of seasonal trolleys, and with businesses that attract tourists, such as local casinos.
- Goal 8, Policy b - Provide convenient and direct pedestrian and bicycle facilities and routes to promote health and the physical and social well-being of residents, to reduce vehicular traffic congestion, to provide community and recreational alternatives, and to support local commerce and economic development.

The TSP currently notes compliance with these policies as being reflective of the Front Street Action Plan. Reference to compliance to the Blueprint provides a more accurate reflection of policy compliance. The amendment has no impact on the intent of or action on the City’s adoption of the TSP related to recreation needs noted in Comprehensive Plan Goal 8.



*Goal 9: Economic Development: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare and prosperity of Oregon's citizens.*

**Finding:** The TSP promotes economic development within the City, especially as related to the transportation of goods, efficiency of funding projects, and recreational tourism through active transportation modes. The TSP planning process was guided by Goal 5 to "(p)rovide a transportation system that supports existing industry and encourages economic development in the City." Specific policies within Goal 5 that are particularly supportive of economic development include:

- Goal 5, Policy a - Improve the movement of goods and delivery of services throughout the City while balancing the needs of all users with a variety of travel modes and preserving livability in residential areas and established neighborhoods.
- Goal 5, Policy b - Prioritize efficient freight movement on identified freight routes in the Transportation System Plan and improve freight intermodal connectors as last mile connectors between state highways and intermodal freight facilities.
- Goal 5, Policy e - Encourage recreational tourism by developing vehicular, pedestrian, and bicycle connections and recreation routes and services throughout the City and between major recreational locations and destinations and key City service areas.
- Goal 5, Policy f - Improve designated major tourist routes with enhanced streetscape and directional markings.
- Goal 5, Policy g - Support recreational transit use to boost tourism, enhance economic development, and reduce the environmental impacts of automobile traffic.
- Goal 8, Policy b - Provide convenient and direct pedestrian and bicycle facilities and routes to promote health and the physical and social well-being of residents, to reduce vehicular traffic congestion, to provide community and recreational alternatives, and to support local commerce and economic development.

The TSP amendment is related to Blueprint references rather than references to the Front Street Action Plan more accurately reflects consistency with these Comprehensive Plan policies. The amendment has no impact on the intent of or action on the City's TSP related to Economic Development noted in State Planning Goal 9.

*Goal 10: Housing: To provide the housing needs of the citizens of the state.*

**Finding:** The amendment has no impact housing needs noted in Goal 10.

*Goal 11: Public Facilities and Services: To plan and develop timely, orderly, and efficient arrangement of public facilities and services that serve as a framework for urban and rural development.*

**Finding:** The TSP amendment is related Blueprint references rather than references to the Front Street Action Plan. The amendment impact is limited to references to the most recent evaluation of public services and facilities. There is no impact on the intent of or action on the City's adoption of the TSP related to public facilities and services noted in Goal 11.

*Goal 12: Transportation: To provide and encourage a safe, convenient and economic transportation system.*

**Finding:** The TSP goals include improve mobility and connectivity, support economic development, promote safety, provide for multimodal users, protect the environment and maintain planning and funding for the transportation network. The TSP amendment is related to Blueprint rather than the Front Street Action Plan, and the amendment provides this correction. The amendment has no impact on the intent of or action on the City's adoption of the TSP related to Transportation as noted in Goal 12.

*Goal 13: Energy Conservation: Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles.*

**Finding:** The TSP projects improve roadway and intersection operations, addressing safety and maintenance needs on Coos Bay's system. TSP policies related to conserving energy include:

- Goal 1, Policy b - For new development and expansion of existing development, require multi-modal circulation internally on site and externally to adjacent land use and existing and planned multi-modal facilities.
- Goal 1, Policy c - Support options to motorized travel and to promote and support walking and biking tourism.
- Goal 1, Policy d - Require sidewalks on all new streets within the Urban Growth Boundary and facility designs meeting adopted Transportation System Plan standards.
- Goal 1, Policy e - Ensure adequate access to transit facilities and services.
- Goal 3, Policy b - Reduce reliance on single-occupancy vehicle trips by implementing the adopted bicycle and pedestrian modal plans through private investment as part of future development and by seeking public funding to enhance facilities.
- Goal 3, Policy h - Coordinate with Coos County Area Transit to develop system enhancements that support the movement of people in high traffic corridors.
- Goal 8, Policy b - Provide convenient and direct pedestrian and bicycle facilities and routes to promote health and the physical and social well-being of residents, to reduce vehicular traffic congestion, to provide community and recreational alternatives, and to support local commerce and economic development.
- Goal 8, Policy f - Reduce the number of vehicle-miles traveled.
- Goal 8, Policy g - Increase the number of walking, bicycling, and transit trips in the City.
- Goal 8, Policy k - Support technology applications that improve travel mobility and safety with less financial and environmental impact than traditional infrastructure projects.
- Goal 8, Policy l - Implement requirements for multi-modal or "complete streets," with each street servicing the needs of the various modes of travel.

Significant gains are expected in terms of project outcomes related to walking, biking, and taking transit, which in turn will have a positive impact on energy efficiency and conservation. The TSP amendment is related to Blueprint rather than the Front Street Action Plan and the amendment reflects this correction. The amendment has no impact

on the intent of or action on the City's adoption of the TSP related to Energy Conservation as noted in Goal 13.

*Goal 14: Urbanization: To provide for an orderly and efficient transition from rural to urban land use.*

**Finding:** The TSP recommends multimodal solutions to serve household and employment growth projected through 2040 within the City's UGB. TSP goals and transportation policies support residential and economic development are identified in the findings for Statewide Planning Goals 9 and 10. The TSP amendment related to Blueprint is the appropriate reference rather than the Front Street Action Plan as currently noted in the TSP. The amendment has no impact on the intent of or action on the City's adoption of the TSP related to Urbanization noted in Goal 14.

*Goal 16: Estuarine Resources: to recognize and protect the unique environmental, economic, and social values of each estuary and associated wetlands; and to protect, maintain, where appropriate develop, and where appropriate restore the long-term environmental, economic, and social values, diversity and benefits of Oregon's estuaries.*

**Finding:** The TSP includes improvements related to the Coos Bay Boardwalk that will allow people to enjoy and more fully appreciate the Coos Bay Estuary. The TSP amendment related to the Blueprint rather than the Front Street Action Plan provides a correction to the TSP to accurately reflect future improvements to the Boardwalk. The amendment has no negative impact on the intent of or action on the City's adoption of the TSP related Estuarine Resources referenced in Goal 16.

*Goal 17: Coastal Shorelands: To conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water-dependent uses. economic resources and recreation and aesthetics. The management of these shoreland areas shall be compatible with the characteristics of the adjacent coastal waters; and to reduce the hazard to human life and property, and the adverse effects upon water quality and fish and wildlife habitat, resulting from the use and enjoyment of Oregon's coastal shorelands.*

**Finding:** The coastal shorelines goal is not applicable to the amendment. Goal 17 does not apply.

*Goal 18: Beaches and Dunes: To conserve, protect, where appropriate develop, and where appropriate restore the resources and benefits of coastal beach and dune areas; and to reduce the hazard to human life and property from natural or man-made induced actions associated with these areas.*

**Finding:** There are no beach or dune areas affected with this amendment. Goal 18 does not apply.

*Goal 19: Ocean Resources: To conserve marine resources and ecological functions for the purpose of providing long-term ecological, economic, and social value and benefits to future generations.*

**Finding:** The ocean resources goal is not applicable to the proposed amendments. Goal 19 does not apply.

## **II. OREGON TRANSPORTATION PLAN**

The Oregon Transportation Plan (OTP) is the state's long-range multimodal transportation plan. The OTP is the overarching policy document among a series of plans that together form the draft TSP. A TSP amendment must be consistent with applicable OTP goals and policies.

**Finding:** The TSP amendment is related to the Blueprint and corrects the reference to the Front Street Action Plan currently noted in the TSP. The amendment is not inconsistent with the Oregon Transportation Plan.

AMENDMENTS TO COOS BAY TRANSPORTATION SYSTEM PLAN

Added language / ~~Removed language~~

CITY OF COOS BAY

# Transportation System Plan



August 2020

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## ATTACHMENTS

Coos Bay Project Sheets

**2022 Front Street Blueprint**

Table 1. Summary of Tier 1 (Financially Constrained) Improvements

ID	Project Name	Description	Pedestrian	Bicycle	Safety	Vehicle	Transit	Other	SRTS	Primary Funding Source	Prelim. Cost Estimate (2019 \$)
<b>Operations and Maintenance</b>											
41	Pavement	Fix Potholes. Maintain/fix/strengthen existing pavement system, account for maintenance in funding plan. Critical:									\$52,850,000
	Maintenance	Central Ave, Southwest Blvd, Koos Bay Blvd, Blanco Ave, Radar Rd, Schoneman St, LaClair St, F St, Butler Rd, Juniper Ave and Fulton Ave			x	x			x	Coos Bay	(Operations/Maintenance)
<b>Capital Projects</b>											
2	Mingus Park Wayfinding	Wayfinding signs to park		x	x				x	Coos Bay	\$50,000
4	Woodland Dr Pedestrian Improvements	Add sidewalks on Woodland Dr, marked ped crossing (access to Hospital/Medical Park)	x	x						Coos Bay	\$3,200,000
5	Thompson Rd Pedestrian Crossing	Add marked crossing and mid-block crossing of Thompson Road to access hospital transit stop	x	x	x		x			Coos Bay	\$50,000
6	Hospital Way Sidewalk	Add sidewalk to connect to medical facilities	x	x						Coos Bay	\$560,000
9	US 101 Downtown Pedestrian Crossings	Improved bike/pedestrian crossings across US 101 to be consistent with Front Street <u>Action Plan Blueprint</u>	x	x	x					Coos Bay / ODOT*	\$100,000
20	N 14th St Bicycle Facilities	Provide a parallel bike route to Koos Bay Blvd by providing sharrows and wayfinding on N 14th St		x	x					Coos Bay	\$50,000
	Bike/Ped	Improve bicycle and pedestrian									



26	Transit Connectivity	connectivity to stops	x	x	x	x	Coos Bay	N/A
36	4th Street	Restripe to a 3-lane cross-section with	x		x		Coos Bay	\$4,500,000
55	Empire Blvd at Newmark Ave Intersection Improvements	Modify intersection to improve safety and traffic flow.			x	x	x Development Driven	N/A
Operations/Maintenance								\$52,850,000
Capital Projects								\$8,510,000
Total								\$61,360,000

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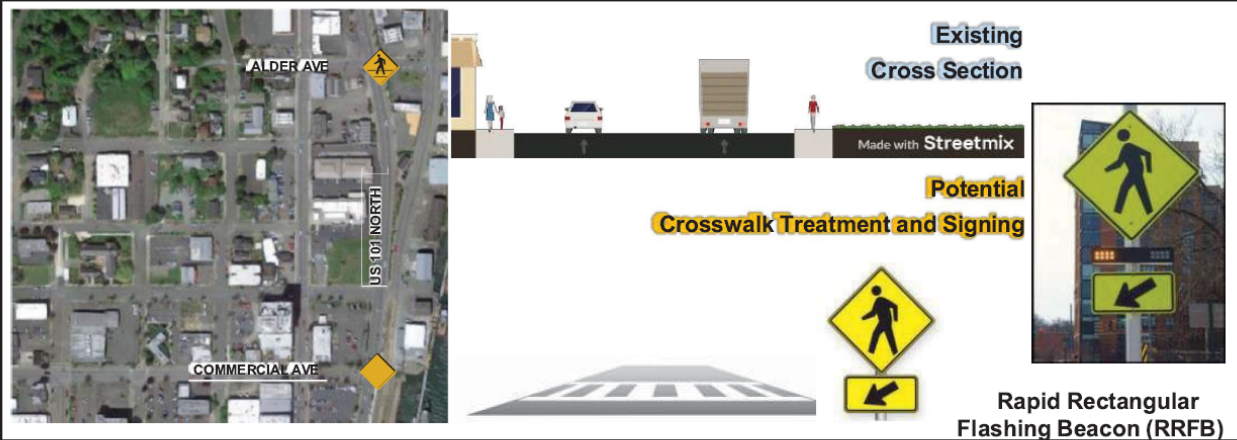
COOS BAY TRANSPORTATION SYSTEM PLAN • 2020-2040

Notes:

SRTS = Within Safe Routes to School boundary

N/A = Cost estimate not developed as part of the TSP

\* Project is subject to ODOT approval as it is a State facility.



<b>Purpose</b>	• Increase pedestrian and bicycle network connectivity and safety across US 101.	
<b>Description</b>	Improved bike/pedestrian crossings across US 101 to be consistent with Front Street <del>Action Plan</del> <b>Blueprint</b> .	
<b>Location</b>	US 101 northbound: Commercial Ave and Alder Ave	
<b>Roadway Characteristics</b>	<ul style="list-style-type: none"> <li>• Functional Classification: Principal Arterial</li> <li>• Lanes: 2</li> <li>• Pavement Width: 40'-50'</li> <li>• Travel lanes are &gt;20'</li> <li>• Posted speed: 25-30 mph</li> <li>• Existing (2018) ADT: 10,000-15,000 veh/day</li> <li>• Forecast (2040) ADT: 10,000-15,000 veh/day</li> <li>• There are no striped bicycle lanes</li> <li>• US 101 is an OHP Freight Reduction Review Route and NHS route</li> </ul>	<b>5-Year Crash History (2012-2016):</b> <ul style="list-style-type: none"> <li>• No crash data trends at either intersection.</li> </ul>
<b>How Improvement Addresses Deficiencies</b>	<b>Existing/Future Deficiency</b> <ul style="list-style-type: none"> <li>• Limited marked crossing of US 101 northbound to connect to north end of Front St</li> <li>• Limited bicycle/pedestrian connectivity across US 101</li> </ul>	<b>With Improvement</b> <ul style="list-style-type: none"> <li>• Increased east-west pedestrian connectivity</li> <li>• Improved access to community features</li> <li>• Pedestrian crossing of US 101 North</li> </ul>
<b>Additional Considerations</b>	<ul style="list-style-type: none"> <li>• Road Authority: ODOT</li> <li>• Environmental constraints: 100 year flood plain</li> <li>• Available ROW: Project can be constructed within the available ROW</li> <li>• Curb extensions may be considered, or added striping or candlesticks to "narrow up" the feeling of the cross-section without limiting freight movement</li> <li>• Must maintain "hole in the air" as US 101 is a freight route (ORS 366.215 for freight reduction review route)</li> <li>• If an RRFB is desired, ODOT Access Management team will need to coordinate with design to evaluate impacts to existing driveways on west side of US 101 North</li> </ul>	
<b>Cost Opinion</b>	Cost: \$100,000 <i>Cost opinion is in 2019 dollars and does not assume right-of-way, utility relocation, new utilities or hazmat costs. Cost of drainage will need to be determined during design.</i>	
<b>Implementation</b>	<ul style="list-style-type: none"> <li>• High priority</li> <li>• Any pedestrian crossing of US 101 would require State engineering approval</li> <li>• <del>As specified in the Front Street Blueprint</del> <b>Coordinate with Front Street Blueprint Plan (a crossing at US 101 northbound at Alder Ave can be studied under the context of the upcoming Front Street Blueprint)</b></li> </ul>	

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	6.

TO: Mayor Benetti and City Councilors

FROM: Sami Pierson, Library Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Consideration to Accept Contract for Library Services

### **SUMMARY:**

Each year, the eight public libraries in Coos County enter into a contract with the Coos County Library Services District for library services. The annual contract contains, in part, the tax distribution formula for the libraries and the contractual amount for Extended Services Office. The contract is for July 1, 2022 to June 30, 2023.

### **ACTION REQUESTED:**

If it pleases Council, staff recommends approving the contract and authorize the City Manager to sign the contract.

### **BACKGROUND:**

In 1992, the voters overwhelmingly approved the formation of the Coos County Library District and the establishment of a permanent tax base for the taxing district. Coos County collects the tax base dollars and distributes them to the cities, the Dora Library, and the fiscal agent for the Extended Services Office (at this time that is City of Coos Bay).

### **BUDGET IMPLICATIONS:**

The 2022-2023 Coos Bay Public Library budget includes an estimated \$1,220,000 in revenue from the Library District to cover operational expenses. The contract also provides \$653,500 to operate the Extended Services Office.

### **ATTACHMENT(S):**

- ▢ Library Services Contract 22-23

## **CONTRACT FOR LIBRARY SERVICES**

This Contract is entered into and is effective July 1, 2022, by and between the Coos County Library Service District and the City of Coos Bay, City of Bandon, City of Coquille, Dora Public Library, City of Lakeside, City of Myrtle Point, City of North Bend, and City of Powers (hereinafter collectively referred to as “Cities”).

WHEREAS, the voters of Coos County have determined that cooperative library service is in the public interest and have provided stable funding for such services through approval of a tax base and by the creation of the Coos County Library Service District (hereinafter referred to as the “District”); and

WHEREAS, the District finds that library services can be provided economically and effectively through contracts for service with established library facilities; and

WHEREAS, the Cities are willing and able to provide the same basic library service to all residents of Coos County on a non-fee basis as hereinafter set forth.

NOW, THEREFORE, by the authority granted by the provision of ORS Chapters 190 and 451, it is mutually agreed as follows:

1. This Contract shall commence on July 1, 2022 and shall terminate on June 30, 2023.
2. Out of the revenue generated by the Coos County Library Service District Tax Base, the District agrees to distribute \$653,500.00 to the City of Coos Bay to provide county-wide cooperative library materials, personnel and services, including the union catalog and interlibrary loan service, automated library circulation and on-line catalog service, OCLC equipment and services, outreach and courier services, books-by-mail, reference service, and satellite libraries (collectively, the “Extended Service Office” or “ESO” services). The City of Coos Bay shall have the right to contract with non-library agencies to provide ESO services subject to approval by the District.
3. The amount due the City of Coos Bay under Section 2 above shall be paid in three (3) equal installments, due on or before December 15, 2022, March 15, 2023, and June 15, 2023.
4. Services provided by the City of Coos Bay under Section 2 above shall include an outreach program in the Coos County Jail at no charge to Coos County.
5. Out of the revenue generated by the Coos County Library Service District Tax Base, the District shall budget \$10,000.00 for the payment of administrative expenses.
6. Proceeds from the Tax Base are to be used by each of the Cities in defraying the costs of library materials, library equipment, library furnishings, library personnel, and library services.

7. In return for the provision of operating expenses, the Cities shall provide a library building plus maintenance and repair of that building, excluding routine custodial services and utilities. The Cities shall also provide indirect administrative and overhead costs of library operation incurred by other city departments or the nonprofit corporation. The City of Coos Bay shall provide space, custodial services, utilities, and indirect administrative and overhead costs, in return for the provision of operating expenses for the county-wide services under Section 2 above.
8. Revenues generated by the District Tax Base less those funds paid to City of Coos Bay pursuant to Section 2 and retained by the District for administrative expenses pursuant to Section 5 shall be distributed by the Coos County Finance Department as follows:

<u>Library</u>	<u>Proportion</u>
Bandon	0.11047989
Coos Bay	0.37351472
Coquille	0.11255210
Dora	0.01784751
Lakeside	0.02615246
Myrtle Point	0.07781038
North Bend	0.25261591
Powers	0.02902703

9. The distributions described above are to be made exclusively from revenue generated from the District Tax Base and this Contract does not create any obligation against any other revenues or assets of Coos County or the District.
10. The Coos County Finance Department shall make distribution of delinquent taxes from prior years to each of the Cities according to the terms of the contract in force for each of those years.
11. Each of the Cities agrees to expend the entire library fund paid under this Contract in accordance with the purposes for which it was levied.
12. All decisions regarding the funding and operation of libraries shall be made pursuant to the Master Plan for the Coos County Library Service District.
13. Each of the Cities is solely responsible for the management of all employee, officers, or agents ("Staff") who perform work funded in whole or in part by this Contract. The Cities acknowledge that Staff are not the officers, employees, or agents of the Coos County Library Service District, and the Cities have the sole responsibility for the actions of their Staff.

14. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract.

- SIGNATURES ON NEXT PAGE -

**COOS COUNTY LIBRARY SERVICE DISTRICT  
GOVERNING BODY:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

**CITY OF COQUILLE**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**CITY OF LAKESIDE**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**CITY OF MYRTLE POINT**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**CITY OF COOS BAY**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**CITY OF BANDON**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**CITY OF POWERS**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**DORA PUBLIC LIBRARY**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**CITY OF NORTH BEND**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

This item was previously discussed at Joint URA/Council Worksession on 5/24/2022

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	7.

TO: Mayor Benetti and City Councilors

FROM: Stephan Stys, Water Quality Engineer

THROUGH: Jennifer Wirsing, City Engineer/Deputy Public Works and Community Development Director

ISSUE: Consideration to Award Pump Station 6 Construction Management Services to Dyer Partnership

### **SUMMARY:**

Requesting approval to award the contract for construction management services for the construction of Pump Station 6.

### **ACTION REQUESTED:**

If it pleases Council, city staff is requesting to award the contract for construction management services for the construction of Pump Station 6 to The Dyer Partnership for \$143,796.00, which includes a 15% contingency.

### **BACKGROUND:**

The following is in pursuit of completing a portion of Goal 2 of the 2021-2023 Council goals, more specifically this is regarding the replacement of Pump Station 6.

Pump Station 6 was originally constructed in 1960. In 1974 the pumps station was upgraded to include a more robust control and electrical system and a structure to house the controls. In 1974 the pump station pumps were upgraded and a structure was built to house the new pumps. Since that time, there has been minimal additional work performed aside from routine maintenance. Within the last few years, the level of maintenance has increased to the point that it is no longer feasible to keep up with the required maintenance. Because of the many issues which need to be addressed with the upgrade of the pump station, it was decided that this pump station needed a complete reconstruction instead of a partial upgrade which would target one or two specific issues.

Over the last 12 months, city staff has been working with The Dyer Partnership to prepare the plans and specification for the complete reconstruction of Pump Station 6. This will include, demolishing the existing control building and pump house along with all mechanical and



electrical equipment, constructing a new control building, installing a new 83kW generator and housing, installing 3 redundant 25 hp submersible pumps, a new effluent header, a watertight lid, a flow meter, fencing and wet well lining. The existing wet well and control building foundation will be reused as they are still in good condition.

City staff is nearly ready to bid the project and are seeking assistance from The Dyer Partnership to complete this project.

**BUDGET IMPLICATIONS:**

The estimated cost for bidding and construction management services is \$125,040. For a budgetary cost, 15% is added as contingency for a total of \$143,796.00. The funds for this project will come from the Water Quality Improvement Fund 29, Water Quality Collection System - Capital Projects account (29-810-530-3004).

**ATTACHMENT(S):**

- ▣ Pump Station 6 Location Map
- ▣ Scope and Fee







**City of Coos Bay**  
**Scope of Work for Pump Station No. 6 Upgrades**  
**Construction Administration**

**SCOPE OF WORK:** The City plans to upgrade Wastewater Pump Station No. 6. The improvements include new submersible pumps and controls, control buildings, generators, piping improvements, and miscellaneous pump station improvements.

**FOUNDATION:** The Dyer Partnership has completed final design, which was authorized under City Project No. 210091. Bidding of Pump Station No. 6 & 9, and Construction Management for Pump Station No. 9 will be included in a separate Task Order.

**SCOPE OF ENGINEERING SERVICES:** The City needs engineering services for construction management for Pump Station No. 6 wastewater infrastructure improvements. This phase of the project is for construction management services only.

The following provides a more in-depth description of the engineering services to be provided:

**Coordination**

- Coordinate with City staff.
- Conduct site visit/meetings with City staff.

**Construction Administration**

- Provide Construction Management and administer Construction Contract between City and Contractor.
- Attend meetings with City and Contractor as required.
- Attend and administer a Pre-Construction job meeting.
- Review Contractor submittals.
- Review and process Contractor requests for information (RFI's) and answer questions.
- Review and process change orders, and pay requests.
- Dyer to prepare FEMA flood elevation certificates.

**Construction Observation Services**

- Provide up to 290 hours of part time on-site construction observation and prepare daily construction observation reports for City. Assist with pump station start-up.
- Provide construction stakeout (Limited to 8 hours total of survey time).

**Project Closeout**

- Perform Substantial Completion walk-through with City and Contractor.
- Perform Final Completion walk-through with City and Contractor.
- Prepare, review, and provide final completion closeout paperwork to the City.

- Provide final O&M manual to the City and DEQ for approval.
- Provide record drawings to the City.

## **Deliverables**

- Draft Operations and Maintenance Manual ( 2 hard copies, 1 electronic copy) prior to 50 percent completion of construction.
- Final Operations and Maintenance Manual ( 4 hard copies, 1 electronic copy) at completion of construction.
- Record drawings ( 2 hard copies, 1 electronic copy).

## **Assumptions/Exclusions:**

- No Geotechnical or Environmental Engineering work is required.
- Permitting (Not anticipated).
- City to coordinate with private property owners and businesses.
- Contractor responsible for coordination of utilities.
- No post construction pump station testing and troubleshooting. Should additional services be required for these items, they will be addressed in a task order amendment.
- The City will conduct testing for hydrogen sulfide to satisfy Oregon DEQ requirements per the Approval of Final Plans for Pump Station No. 6 and No. 9 Upgrades dated December 7, 2021.
- Engineer shall not be responsible for the construction Contractor's means and methods of construction or their means of safety.

## **Schedule (anticipated)**

- Contractor Notice to Proceed: September 2022

## **Proposed Fee**

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement, attached Estimate of Man Hours and Costs and rates listed in Attachment A. The fee for these services is not to exceed a maximum \$125,040 including all professional services and reimbursable expenses.

**PAYMENT METHOD:** Monthly Billing

ATTACHMENT A									
ESTIMATE OF MAN HOURS AND COSTS									
DATE: 06-21-22		PROJECT: PS No. 6 Upgrades			Task 1: Construction Administration				
TASK		MAN HOURS							
		PRINC. MGR	PROJ MGR	PROJ ENG 2	ENG TECH 1	CONS OBSERV	SUR CREW	DFTR	CLER
1:	Coordination	4	16	8					
2:	Preconstruction Meeting		4			4			
3:	Submittals	2	8	40	20				2
4:	RFIs/Contractor Questions	2	16	40					2
5:	Pay Requests/Change Orders	2	16	36		2			4
6:	FEMA Flood Certificates		2	2	8		4		2
7:	Construction Observation					290			
8:	Site Coordination & Onsite Meetings	4	16	40					
9:	Stakeout			2	2		8		
10:	Substantial Completion/Final Walkthrough		4			4			
11:	Final Completion Closeout Paperwork	2	8	4					4
12:	O&M Manual	2	4	48	20				6
13:	Record Drawings		2	4	4			20	2
TOTAL ESTIMATED HOURS		18	96	224	54	300	12	20	22
MATERIAL COSTS		DESCRIPTION OR UNIT				QUANTITY	UNIT COST	TOTAL COST	
REPORT								0.00	
PHOTOGRAPHS								0.00	
COST ESTIMATE								0.00	
PLANS AND PRINTS								0.00	
SPECIFICATIONS								0.00	
OTHER								0.00	
TOTAL MATERIAL COSTS-----								\$0.00	
TRAVEL AND PER DIEM		DETAIL						TOTAL COST	
MILEAGE							\$0.57	0.00	
COMMERCIAL									
PER DIEM							\$45	0.00	
LOCAL TRANSPORTATION									
LODGING								0.00	
TOTAL TRAVEL AND PER DIEM-----								\$0	
OTHER SIGNIFICANT COSTS		DETAIL						TOTAL COST	
VLMK (Structural Engineer)								4,000.00	
Richard Sample (Electrical Engineer)								28,016.00	
SHIPPING									
REPRODUCTION									
OTHER									
TOTAL OTHER SIGNIFICANT COSTS-----								\$32,016	

PREPARED BY: ACH

## SUMMARY

### BREAKDOWN OF PROPOSED FEE

DATE: 06-21-22 PROJECT: PS No. 6 Upgrades

LABOR			
	RATE	-----1-----	
	\$/HR.	HRS.	AMOUNT
DIRECT LABOR COSTS:			
PRINCIPLE MANAGER-----	\$160	18	\$2,880
PROJECT MANAGER	\$150	96	\$14,400
PROJECT ENGINEER 2	\$140	224	\$31,360
ENGINEER TECH 1	\$102	54	\$5,508
CONSTRUCTION OBSERVER	\$102	300	\$30,600
SURVEY CREW	\$160	12	\$1,920
DRAFTER-----	\$96	20	\$1,920
CLERICAL-----	\$56	22	\$1,232
TOTAL DIRECT LABOR COSTS:			\$89,820

DIRECT PROJECT EXPENSES			
A. MATERIAL COSTS (BREAKDOWN ATTACHED)			\$0
B. TRAVEL & PER DIEM (BREAKDOWN ATTACHED)			\$0
C. OTHER SIGNIFICANT COSTS (BREAKDN ATTACHED)			\$32,016
D. ADMINISTRATIVE FEE	10 % OF A,B,&C		\$3,202
TOTAL OF: A THROUGH D			\$35,218

TOTAL FEE (PER PHASE): \$125,038

1: Construction Administration \$125,038

TOTAL FEES	\$125,038
TOTAL FEES (ROUNDED)	\$125,040

PREPARED BY: ACH

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	8.

TO: Mayor Benetti and City Councilors

FROM: Jim Hossley, Public Works and Community Development Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Consideration to Award Janitorial Services Contract

### **SUMMARY:**

The City has been contracting with Bay Area Enterprises (BAE) for janitorial services since 2011. The current contract is expired and staff is seeking Council authorization to award a new janitorial services contract to BAE.

### **ACTION REQUESTED:**

If it pleases Council, award the four-year contract for janitorial services to Bay Area Enterprises.

### **BACKGROUND:**

The City currently contracts with Bay Area Enterprise (BAE) for janitorial service for city hall, Visitor Information Center, library, water quality treatment plant offices, and the city maintenance shops. The current 2-year contract is expired. BAE is a nonprofit organization, therefore under ORS 279C.335 (1) (a) 279C.335 Competitive Bidding; Exceptions; Exemptions. (1) All public improvement contracts shall be based upon competitive bids except: (a) Contracts made with qualified nonprofit agencies providing employment opportunities for individuals with disabilities under ORS 279.835. BAE has typically provided good service to the city. Over the last year the quality of service had slipped, mostly due to the challenge BAE had in retaining employees. Over the last two months, BAE management and staff have worked closely with city staff to improve delivery of service and accountability. Thus, staff is recommending continuing with BAE and awarding the service contract.

The term of the proposed contract is four years with an option to extend for one year. BAE shall have the option to request an amendment to increase billing rates due to increase costs and wages every two years. BAE services City Hall five days a week, the VIC six days per week, the city shops three days a week, the library seven days per week, and the treatment plants one day a week.

### **BUDGET IMPLICATIONS:**

The annual cost for the expiring janitorial services contract for the six locations is \$112,521.09. After back-and-forth negotiations between city and BAE staff, the new contract annual cost will be \$140,792.44 (\$563.169.76 over the 4-year life of the contract). Labor and material costs have increased significantly since approval of the expiring contract. Additional services are \$38.26/hour per person. Emergency services are \$79.09/hour per person.

**ATTACHMENT(S):**

- ▣ Proposed Contract with BAE
- ▣ BAE Customer Service Plan of Implementation
- ▣ Monthly and Annual Cost Breakout



STANDARD FORM OF AGREEMENT  
BETWEEN  
THE CITY OF COOS BAY, OREGON  
AND  
BAY AREA ENTERPRISES, INC.

**THIS AGREEMENT FOR CONTRACTED SERVICES** (the "Contract") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF COOS BAY**, with offices located at **500 Central Avenue, Coos Bay, Oregon 97420** (the "**OWNER**") and **BAY AREA ENTERPRISES, INC.**, a 501c3 Nonprofit Corporation, with offices located at **200 N. Ross, Coos Bay, Oregon 97420**, (the "**CONTRACTOR**") (Owner and Contractor hereinafter collectively referred to as the "**Parties**").

**RECITALS**

- A. Owner is a municipal corporation duly organized and validly existing under the laws of the State of Oregon with the power to carry on its business as it is now being conducted under the statutes of the State of Oregon and the City of Coos Bay Municipal Code.
- B. Owner desires to engage Contractor to perform janitorial services for City owned Buildings and Facilities ("Project").
- C. Contractor is a non-profit disadvantaged business enterprise as defined by ORS 200.005 and has been certified by The Oregon Business Development Department, Certification Office for Business Inclusion and Diversity.
- D. Contractor is familiar with all conditions relevant to the performance of services and has committed to perform all work required for the prices specified in the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

The term of this Agreement is four (4) years and shall commence on the Effective Date and terminate on \_\_\_\_\_, unless terminated earlier as set forth herein. No services shall be performed prior to this Contract Execution Date. This contract at the discretion of Owner has an option to extend for one (1) year. Contractor shall have the option to request an amendment to increase billing rates due to increase costs and wages every two years. The Contractor shall at all times carry on the work diligently, without delay and punctually fulfill all requirements herein. The passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured or the breach of any Contractor warranty.

**2. SCOPE OF WORK**

Owner and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference. Contractor will furnish all materials, supplies, labor, equipment, tools, and other services necessary **to provide Janitorial Services for City Hall, Visitor's Information Center, Coos Bay Public Library, City Shops, Waste Water Treatment Plant 1, and Waste Water Treatment Plant 2** as provided in the Scopes of Work, per facility, attached hereto as Exhibits A - F and incorporated herein by reference ("Services" or "Work").

**2.1 General Requirements –**

- 2.1.1 Contractor is responsible for ensuring all Safety Data Sheets (SDS) are read and followed and keep SDS notebooks updated.

- 2.1.2.1 An SDS notebook shall be maintained for each facility and kept at that facility in the janitorial closet/location where chemicals are stored.
- 2.1.2 Contractor is responsible for ensuring that proper Personal Protective Equipment (PPE) is used at all times – by themselves and their employees.
- 2.1.3 Janitor closets/storage locations are to be kept stocked with all required supplies and equipment. The janitor closets/storage locations are to be kept clean and orderly at all times.
- 2.1.4 Contractors, employees and subcontractors must agree to abide by all lawful privacy and Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 2.1.5 Items on desks are not to be disturbed.
- 2.1.6 Contractor is responsible for building security while work is performed under this contract. Security protocols shall be identified in the Scopes of Work per facility. Contractor will be responsible for all costs associated with replacing any issued keys, including re-keying locks if necessary. Contractor is not to allow nonemployees to enter the buildings.
- 2.1.7 Contractor may not allow any person under the age of 18 in any building while work is performed under this contract.

### **3. COMPENSATION**

- 3.1 The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of **\$563,169.76**.
- 3.2 Contractor shall submit to Owner one invoice for each facility each month on or about the 10<sup>th</sup> of each month. Owner shall pay Contractor no later than thirty (30) days after receipt of Contractor's invoice.
- 3.3 Owner staff shall reimburse Contractor only those costs or expenses specifically approved in the Scope of Work and Schedule of Rates attached hereto. Unless otherwise approved, such costs shall be limited and include nothing more than the actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.
- 3.4 Contractor shall not receive any compensation for Extra Work or emergency work without the prior written authorization of Owner. As used herein "Extra Work" means any work that is determined by the Project Administrator, as defined in section 8, to be necessary for the proper completion of the Project, but which is not included in the Scope of Work and which Owner and Contractor did not reasonably anticipate would be necessary.
  - 3.4.1 If approved in writing as required in Section 3.4 above, Extra Work/Additional Services shall be billed at \$38.26 per hour per person.
  - 3.4.2 If approved in writing as required in Section 3.4 above, Emergency Services shall be billed at \$79.09 per hour per person.

### **4. AMENDMENT TO ORIGINAL AGREEMENT FOR ADDITIONAL SERVICES**

- 4.1 If authorized in writing by Owner, Contractor shall furnish additional services pursuant to this Agreement, which are considered by Owner to be beyond the scope of services. Additional services shall be documented by a separately authorized Amendment to Original Agreement (Exhibit "G") to include, the Scope of Services for Additional Work, Project Fees (increase/decrease), Project Schedule, Additional Deliverables, and Other Considerations.

4.2 Services provided under an Amendment to Original Contract shall be paid for by Owner as indicated in Article 3 of this Agreement hereof.

**5. LIQUIDATED DAMAGES**

In event the Contractor fails to complete the work per schedule as described in the Contract Documents or by the work standards submitted for janitorial services and the Owner is forced to hire a janitorial contractor to complete the services, Contractor shall pay for the janitorial services during that period. This sum may be deducted from money due or to become due to Contractor as compensation under this Contract.

**6. CONTRACT DOCUMENTS**

1. This Agreement
2. Contractor's Proposals/Scopes of Work, Exhibits A through F
3. Contractor's Summary of Costs, Exhibit G
4. Amendment Form, Exhibit H
5. City's Insurance Requirements, Exhibit I
6. Contractor's Certificates of Insurance, Exhibit J
7. Contractor's List of Employees Per Site, Exhibit K

**7. PROJECT MANAGER**

7.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to Owner at all reasonable times during the Agreement term. Contractor has designated Crystal Woolridge to be its Project Manager. Contractor shall immediately notify Owner of any change of Project Manager. Owner has the right to object to a Project Manager with just cause.

7.2 Contractor, at the sole discretion of Owner, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of Owner. Contractor warrants it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. If Contractor removes from the Project any of its personnel it shall immediately notify Owner of said change. All new personnel will have to comply with section 25.3 prior to providing any services under this contract.

**8. ADMINISTRATION**

This Agreement will be administered by the Public Works Department, Operations Division. The Operations Administrator, or his/her designee shall be the Project Administrator and shall have the authority to act for Owner under this Agreement. The Project Administrator or his/her designee shall represent Owner in all matters pertaining to the Services to be rendered pursuant to this Agreement.

**9. RESPONSIBILITY FOR DAMAGES OR INJURY**

9.1 The City of Coos Bay, the Coos Bay Urban Renewal Agency, and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by the Contractor.

- 9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City of Coos Bay, the Coos Bay Urban Renewal Agency, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).
- 9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.
- 9.5 Contractor shall perform all Work in a manner to minimize public inconveniences and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.
- 9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by Owner may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.
- 9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

#### **10. INDEPENDENT CONTRACTOR**

It is understood that Owner has retained Contractor as an independent contractor and neither Contractor nor its employees are to be considered employees or agents of Owner. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of the City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give Owner the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of Owner with respect to the results of the Services.

## **11. SUBCONTRACTORS**

- 11.1 Contractor shall provide a list of all subcontractors proposed to be used on this project. The owner reserves the right to approve the use of all subcontractors to work on this project. A list of approved subcontractors shall be included as a part of this Agreement. Contractor's list of approved subcontractors shall not be modified without the prior notice and agreement of the owner.
- 11.2 Contractor shall provide in all, if any, subcontracts that a subcontractor remain certified as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that is a service-disabled business veteran owns, or emerging small business under ORS 200.055 for the entire term of the contract.

## **12. COOPERATION**

Contractor agrees to work closely and cooperate fully with Owner's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. Owner agrees to cooperate with the Contractor on the Project.

## **13. INSURANCE**

Without limiting Contractor's indemnification of Owner, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit H, and incorporated herein by reference.

- 13.1 Certificates of Insurance and Endorsements will be part of the contract/agreement and shall be attached hereto as Exhibit I.

## **14. SUCCESSORS AND ASSIGNMENTS**

After the original Contract is executed, the Contractor shall not enter into any new subcontractor agreements for any of the work required under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of Owner. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

## **15. OWNERSHIP OF DOCUMENTS**

Documents related to this contract and scope of work prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of Owner, and Owner shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to Owner upon prior written request.

## **16. CONFIDENTIALITY**

All Documents, including drafts, notes and communications that result from the Services in this Agreement, shall be kept confidential unless Owner expressly authorizes in writing the release of information.

## **17. RECORDS**

Contractors shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to Owner, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of Owner, the State of Oregon, the federal government to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3)

years from the date of final payment to Contractor under this Agreement. If for any reason, this Contract, or any part thereof, becomes the subject of or is involved in litigation, Contractor shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Full access will be provided to Owner in preparation for and during litigation.

#### **18. WITHHOLDINGS**

Owner may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that Owner earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

#### **19. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS**

Owner reserves the right to employ other Contractors in connection with the Project.

#### **20. NOTICES**

20.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, to Owner by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to Owner shall be addressed to Owner at:

Attn: Greg Hamblet, Operations Administrator  
City of Coos Bay  
500 Central Avenue  
Coos Bay, OR 97420  
Phone: (541) 269-1181 ext. 2201

20.2 All notices, demands, requests or approvals from Owner to Contractor shall be addressed to contractor at:

Attn: Crystal Woolridge  
Bay Area Enterprises  
200 N. Ross  
Coos Bay, OR 97420  
Phone: (541) 269-9306

#### **21. NOTICE OF CLAIMS**

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to Owner, in writing, all claims for compensation under or arising out of this Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and Owner expressly agree that in addition to all claims filing requirements set forth in this Agreement, the Contractor shall be required to file any claim the Contractor may have against Owner in strict conformance with Oregon's Tort Claim Act.

#### **22. TERMINATION**

22.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within

two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving the defaulting party written notice thereof.

- 22.2 Notwithstanding the above provisions, Owner shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than thirty (30) calendar days prior written notice to Contractor. In the event of termination under this Section, Owner shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination, Contractor shall deliver to Owner all materials purchased and Documents created in performance of this Agreement.

## **23. STANDARD PROVISIONS**

- 23.1 Compliance with all Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities including federal, state, county, or municipal, whether now in force or hereinafter enacted.
- 23.2 Tax Compliance. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle Owner to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Owner's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Owner shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and Owner may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 23.3 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 23.4 Waiver. The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Contract. The failure of the Owner to enforce any provision of this contract shall not constitute a waiver by the Owner of that or any other provision.
- 23.5 Merger. This Contract, which includes all Contract Documents as defined herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Contract, except as specified

or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it and agrees to be bound by its terms and conditions.

- 23.6 Severability. The parties agree that if any term or provision of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- 23.7 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Owner and the Contractor arising out of or related to this Contract shall be brought and maintained solely and exclusively in the Circuit Court of Coos County, Oregon. Provided, if any litigation arising under this Contract must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. Contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon. Should any litigation be brought to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs and disbursements at trial and upon appeal. Should any dispute over the terms and conditions of this contract result in mediation or arbitration, any attorney's fees and costs incurred in such mediation or arbitration shall be paid by the party incurring such fees and costs.
- 23.8 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.
- 23.9 Effect of Contractor's Execution. Execution of this Agreement by Contractor is a representation that Contractor has visited the Project Site(s), has become familiar with the local conditions under which the Work is to be performed, and has taken into consideration these factors in submitting its Project proposal and Scopes of Work.
- 23.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.
- 23.11 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

#### **24. OTHER PROVISIONS**

- 24.1 Contractor shall comply with all applicable provisions of ORS 279(A) and ORS 279(B).
- 24.2 Contractor shall provide Owner with a list of employees identifying which facility each employee will provide services. Said list shall be attached to this agreement as Exhibit J and incorporated herein.
- 24.3 All contractor's, employees, and subcontractors must pass a criminal background check and be fingerprinted prior to award of contract. Any new employee hired after the award of the contract must pass a criminal background check and be fingerprinted prior to beginning work. Contractors, employees, and subcontractors must be at least 18 years old.
- 24.4 Failure of Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.
- 24.5 Contractor ensures its Oregon Property Services Contractor License is up to date and shall provide a copy of said license to Owner upon execution of this contract.



24.6 Contractor ensures its City of Coos Bay business license is up to date: City of Coos Bay Business License No. 8427.

IN WITNESS WHEREOF, City and Contractor have signed this Agreement:

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

**City of Coos Bay**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT A  
SCOPE OF WORK  
CITY HALL**

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## Coos Bay City Hall (CBCH) Checklist

<b>Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.</b>																				
Prior to 5:00pm Clean: City Managers office, Finance Office, and Records office as needed. All other spaces are done 5 days per week.																				
<b>Regular Cleaning</b>																				
Kitchen/Breakroom Tasks	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Empty and reline trash																				
· Sanitize																				
· Trash cans as needed																				
· Sinks																				
· Countertops																				
· Cabinetry																				
· Tables and chairs																				
· Vending machines																				
· Exterior of appliances																				
· Vacuum floors																				
· Sweep and mop floors																				
· Restock paper towels																				
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Vacuum and edge all carpet																				
Restroom Tasks (Public & Employee)	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Clean and disinfect all fixtures & surrounding areas																				
· Empty wastebaskets, change liners as needed																				
· Stock all dispensers																				
· Sweep and mop floors																				
<b>Weekly:</b>																				
· Wipe Walls																				
· Clean Vents																				
· Dust corners and ledges																				
Lobby	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Spot clean glass																				
· Sweep and mop floors																				
· Vacuum mats																				
· Disinfect drinking fountains																				
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Dust all ledges and fixtures																				
· Vacuum and edge all carpet																				
Hallway	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Vacuum hallways and elevator																				
· Sanitize counter tops																				
· Spot clean walls																				
· Sweep and mop Police stairwell and disinfect handrail																				
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Include Police stairwell																				
· Sanitize elevator cab and door																				
· Dust all ledges, fixtures and pictures																				
· Vacuum edges and all carpet																				

## Coos Bay City Hall (CBCH) Checklist

<b>Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.</b>																													
Prior to 5:00pm Clean: City Managers office, Finance Office, and Records office as needed. All other spaces are done 5 days per week.																													
<b>Regular Cleaning</b>																													
<b>Offices</b>										M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																													
· Vacuum																													
· Empty and reline trash																													
· Dust ALL desks, countertops, and office furniture																													
<b>Weekly:</b>																													
· Remove cobwebs from windows and high ceilings																													
· Dust window sills																													
· Vacuum and edge all carpet																													
<b>Council Chamber &amp; Conference Rooms</b>										M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly: (on Monday)</b>																													
· Clean plexiglass dividers																													
<b>Clean as needed:</b>																													
· Vacuum																													
· Empty and reline trash																													
· Wipe down tabletops																													
· Dust chairs and pictures																													
· Remove cobwebs from windows and high ceilings																													

<b>Exterior</b>										M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																													
· Empty and reline trash																													
· Sweep and mop exterior entrance tile (2x per week)																													
· Dust ALL desks, countertops, and office furniture																													
· Report vandalism and non-working fixtures																													
· Remove litter from entrance and dumpster area																													
<b>Weekly:</b>																													
· Remove cobwebs from windows and entrance area																													
<b>Periodic Maintenance</b>										<b>Done By Mobile Crew Staff Members</b>																			
<b>Windows:</b>										<u>Quarterly</u> - January, April, July, October																			
· Clean interior and exterior of all windows																													
<b>Carpet Cleaning:</b>										<u>Bi-Annually</u> - March (High), September (All)																			
· Clean high traffic carpets																													
· Clean all carpets										<b>As Needed</b>																			
<b>Hard Floor Surfaces:</b>																													
· All hard floors will be cared for according to manufacturer's specifications																													

## Coos Bay City Hall (CBCH) Checklist

### Jobsite Entrance & Exit Procedure

Jobsite: 500 Central Ave, Coos Bay, OR

#### Site Access:

- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) If cleaning Coos Bay PD and additional CJIS background is completed by the PD directly before access is granted to jobsite.
- 3) Access codes are given only to crew assigned to building.
- 4) General process - BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

#### Entrance Procedure:

- 1) Start of shift BAE janitors enter the facility through the elevator or back stairs on the Dairy Queen side.
- 2) Both access points require a code to be entered to gain access. Janitorial crew has an access code that was provided by the city for BAE staff to use to enter the building.
- 3) Once in the building, the janitors go to the janitorial closet which is located in the female restrooms by the back door.
- 4) Janitors fill out the communication log, get site keys and supplies, and get to work.

#### Exit Procedure:

- 1) When cleaning is completed, the janitors place full garbage's bags outside the door on the cement.
- 2) Janitors go back to the janitorial closet and return the site keys to the closet for the next shift.
- 3) Janitors sign out of the communication log and close doors as they exit.
  - a. Supply closet first,
  - b. Then female restroom door.
  - c. Janitors then exit the outer door and ensure it closes behind them giving it a tug.
- 4) The garbage is then taken downstairs and to the dumpster.
- 5) Crew leaves jobsite.

## SUMMARY OF ANNUAL COSTS

## Oregon Department of Administrative Services Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **Bay Area Enterprises**  
Project **Coos Bay City Hall - 4.26.2022**

**Executive Director Signature:** \_\_\_\_\_

### Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 2,011.50
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 4,752.84
<b>Subtotal 1</b>		\$ 6,764.34

### Labor

Direct Labor	(from labor daily worksheet)	\$ 29,646.91
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### Overhead

See Overhead Worksheet		\$ 9,137.76
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### Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 139.78
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**Total Before Margin** \$ 45,688.78

### Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 2,193.06
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**Total Bid Yearly** \$ 47,881.84  
**Monthly** \$ 3,990.15



**EXHIBIT B**  
**SCOPE OF WORK**  
**VISITOR'S INFORMATION CENTER**

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## Coos Bay Visitor Center (CBVIC) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.																											
Regular Cleaning																											
Kitchen/Breakroom Tasks	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
<b>Daily:</b>																											
· Empty and reline trash																											
· Sanitize																											
· Trash cans as needed																											
· Sinks																											
· Sweep and mop floors																											
<b>Weekly:</b>																											
· Wipe Down																											
· Cabinetry																											
· Tables and chairs																											
· Exterior of appliances																											
· Dust upper edge of counters backsplash																											
· Remove cobwebs from entrance vestibules, windows and high ceilings																											
Restroom Tasks (Public & Employee)	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
<b>Daily:</b>																											
· Clean and disinfect all fixtures and surrounding areas																											
· Empty wastebaskets, change liners as needed																											
· Stock all dispensers																											
· Sweep and mop floors																											
· Clean mirrors with glass cleaner (do not use multipurpose disinfectant)																											
<b>Weekly:</b>																											
· Wipe walls																											
· Clean vents																											
· Dust corners and ledges																											
Main Storage Room (by rear Entrance)	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
<b>Clean as needed:</b>																											
· Sweep																											
· Mop																											
Lobby	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
<b>Daily:</b>																											
· Empty and reline trash																											
· Spot clean glass																											
· Vacuum mats																											
· Clean drinking fountains																											
· Wipe down counters and displays																											
· Clean fingerprints and smudges																											
· Sweep and mop floors - including sweep entrance																											
<b>Weekly:</b>																											
· Remove cobwebs from entrance vestibules, windows and high ceilings																											

## Coos Bay Visitor Center (CBVIC) Checklist

<u>Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.</u>																																	
<b>Regular Cleaning</b>																																	
Offices & Back Hallway														M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Daily:																																	
· Vacuum																																	
· Empty and reline trash																																	
Weekly:																																	
· Dust and wipe down ALL desks, countertops and office furniture																																	
· Remove cobwebs from windows and high ceilings																																	
· Dust window sills																																	
· Edge carpet																																	
Conference Room														M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Clean as needed (check daily for finger prints on tabletops to determine if used)																																	
· Vacuum																																	
· Empty and reline trash																																	
· Wipe down tabletops with glass cleaner (do not use multipurpose cleaner)																																	
· Dust chairs and pictures																																	
· Remove cobwebs from windows and high ceilings																																	
Exterior														M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Daily:																																	
· Empty and reline trash																																	
· Sweep and mop exterior entrance tile (2x per week)																																	
· Dust ALL desks, countertops, and office furniture																																	
· Report vandalism and non-working fixtures																																	
Weekly:																																	
· Remove cobwebs from windows and entrance area																																	
Periodic Maintenance														Done By Mobile Crew Staff Members																			
Windows:														Quarterly																			
· Clean interior and exterior of all windows and remove cobwebs																																	
Carpet Cleaning:														Bi-Annually - March & September																			
· Clean high traffic carpets																																	
· Clean all carpets														As Needed																			
Hard Floor Surfaces:																																	
· All hard floors will be cared for according to manufacturer's specifications																																	

## Coos Bay Visitor Center (CBVIC) Checklist

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### Jobsite Entrance & Exit Procedure

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Jobsite: 50 Central Ave, Coos Bay, OR

#### Site Access:

- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) Alarm codes are given only to crew assigned to building.
- 3) General process - BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

#### Entrance Procedure:

- 1) Upon arrival janitors secure the outside restrooms.
- 2) Janitorial crews enter the building through the delivery door at the rear of the building and turn off the alarm.
- 3) Once in the building, the janitors go to the janitorial closet.
- 4) Janitors fill out the communication log and get to work.

#### Exit Procedure:

- 1) When cleaning is completed, the janitors sign out of the communication log.
- 2) The janitors ensure all doors and windows are closed and lights are off.
- 3) Janitors set the alarm and exit through the rear delivery door.
- 4) Janitors lock the door and tug to ensure it is closed.
- 5) Crew leaves jobsite.



**SUMMARY OF ANNUAL COSTS**

revised: 4/5/2011

**Oregon Department of Administrative Services  
Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **Bay Area Enterprises**  
Project **Coos Bay Visitors Center - 4.26.2022**

**Executive Director Signature:** \_\_\_\_\_

**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,356.18
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 851.38
<b>Subtotal 1</b>		\$ 2,207.56

**Labor**

Direct Labor	(from labor daily worksheet)	\$ 14,566.60
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**Overhead**

See Overhead Worksheet		\$ 6,077.59
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**Delivery**

Transportation	(from Trans & Reserve worksheet)	\$ -
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<b>Total Before Margin</b>	\$ 22,851.76
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**Reserve**

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 1,458.62
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<b>Total Bid Yearly</b>	\$ 24,310.38
<b>Monthly</b>	\$ 2,025.86

**Work Area**

**EXHIBIT C**  
**SCOPE OF WORK**  
**COOS BAY PUBLIC LIBRARY**

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# Coos Bay Library (CBLIB) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.

Regular Cleaning																												
Entrance	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
<b>Daily:</b>																												
• Vacuum mats																												
• Sweep and mop tile floors																												
• Spot clean glass																												
• Disinfect light switches and door handles																												
• Empty and reline trash																												
• Sanitize drinking fountain																												
<b>Weekly:</b>																												
• Wet mop tile floor																												
<b>Conference Rooms</b>	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
<b>Daily: (including weekends when used)</b>																												
• Set up chairs and tables as indicated on chart																												
• Empty and reline trash																												
• Spot clean windows																												
• Disinfect light switches and door handles																												
• Vacuum carpeted areas as needed																												
• Disinfect large conference table, counter and sink																												
• Clean kitchen when used																												
• Sanitize																												
• Sinks																												
• Countertops																												
• Wipe down appliances																												
• Empty and reline trash																												
• Sweep and mop floor																												
• Restock paper products and soap																												
<b>Weekly:</b>																												
• Wet mop floor																												
• Vacuum all carpet area																												
<b>Lobby</b>	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
<b>Daily:</b>																												
• Sanitize																												
• Reception desk																												
• Phones																												
• Sweep and mop tile area																												
• Vacuum mats and carpet in entrance																												
<b>Weekly:</b>																												
• Wet mop floor																												

# Coos Bay Library (CBLIB) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.

Regular Cleaning																																																	
Restrooms	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa							
Daily:																																																	
• Sanitize																																																	
• Toilet and urinals																																																	
• Sinks																																																	
• Counter tops																																																	
• Light switches and door handles																																																	
• Restock paper products and soap																																																	
• Wipe down all fixtures																																																	
• Dispensers																																																	
• Hand rails																																																	
• Vents																																																	
• Mirrors																																																	
• Empty and reline trash																																																	
• Wipe down trash can as needed																																																	
• Sweep and mop																																																	
Saturday:	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
• Clean all public restrooms as specified above																																																	
Sunday:	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
• Clean restrooms in front lobby if needed																																																	
• Wipe walls																																																	
• Vacuum ceiling vents																																																	
• Wet mop tile floor																																																	
Offices	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
Daily:																																																	
• Spot vacuum carpet																																																	
• Empty communal trash and recycling bins																																																	
Weekly:																																																	
• Vacuum and edge carpet																																																	
Main Library Area	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
Daily:																																																	
• Spot vacuum all of Library																																																	
• Vacuum designated section each day																																																	
• Wipe down table tops and computer station																																																	



## Coos Bay Library (CBLIB) Checklist

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### Jobsite Entrance & Exit Procedure

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Jobsite: 525 Anderson Ave, Coos Bay, OR

#### Site Access:

- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) General process - BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

#### Entrance Procedure:

- 1) Janitorial crews enter the building through the employee entrance and turn on the lights in the light panels.
- 2) Janitors unlock the doors and make their way to the main floor, leaving the doors open behind them
- 3) On the main floor the janitors make their way to the other light panel door and unlock it and turn on the rest of the lights.
- 4) They go to the automatic doors and unlock them putting them to open for the night.
- 5) They continue to unlock all interior doors until all are open for cleaning.
- 6) Once all the lights are on the janitors go to the janitorial closet.
- 7) Janitors fill out the communication log and get to work.

#### Exit Procedure:

- 1) When cleaning is completed, the janitors sign out of the communication log.
- 2) Janitors close and lock the doors after vacuuming or mopping the room.
- 3) Janitors close the automatic doors and ensure they are locked.
- 4) The janitors turn off the main floor light panel and lock the door. While turning off lights they also close the doors as they make our way to the rear of the building and the employee entrance.
- 5) They turn off the other lights in the light panel.
- 6) The janitors close the breakroom door and exit through the rear employee door. They check the door to ensure it is locked before walking away.

# SUMMARY OF ANNUAL COSTS

## Oregon Department of Administrative Services Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **Bay Area Enterprises**  
Project **Coos Bay Library - 2022**

**Executive Director Signature:** \_\_\_\_\_

### Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,697.54
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 482.53
<b>Subtotal 1</b>		\$ 2,180.06

### Labor

Direct Labor	(from labor daily worksheet)	\$ 34,949.87
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### Overhead

See Overhead Worksheet		\$ 9,282.48
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### Delivery

Transportation	(from Trans & Reserve worksheet)	\$ -
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**Total Before Margin** \$ 46,412.41

### Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 2,227.80
------------------------	----------------------------------	-------------

**Total Bid Yearly** \$ 48,640.21  
**Monthly** \$ 4,053.35

**EXHIBIT D**  
**SCOPE OF WORK**  
**CITY SHOPS**

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## Coos Bay City Shops (CBSHops) Checklist

<u>Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.</u>																				
Daily tasks will be performed 3x Week - Monday, Wednesday, Friday																				
Regular Cleaning																				
<b>Kitchen/Breakroom Tasks</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Sanitize																				
· Countertops																				
· Tables and chairs																				
· Exterior of appliances																				
· Empty trash and reline (wipe trash cans as needed)																				
· Vacuum mat																				
· Sweep and mop																				
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
<b>Restroom Tasks</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Clean and disinfect																				
· Toilets																				
· Sinks																				
· Trash receptacles (empty and reline)																				
· Door handles and kick plates																				
· Dust and wipe down																				
· Fixtures																				
· Mirrors																				
· Restock paper products and refill soap dispensers																				
· Sweep and mop																				
<b>Weekly:</b>																				
· Wipe walls																				
· Clean vents																				
· Dust corners and ledges																				
<b>As Needed:</b>																				
· Check/Replace light bulbs																				
<b>Office Tasks</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Daily:</b>																				
· Empty and reline trash cans (wipe trash cans as needed)																				
· Dust and wipe down ALL desks, countertops and office furniture																				
· Vacuum, sweep and mop																				
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Dust window sills																				
· Vacuum and edge all carpet																				
<b>Windows:</b>																				
· Clean interior and exterior of all windows																				
<div style="display: flex; justify-content: space-between; align-items: center;"> <span></span> <span>Quarterly</span> </div>																				

## Coos Bay City Shops (CBSHops) Checklist

---

### Jobsite Entrance & Exit Procedure

---

Jobsite: 1295 S Broadway, Coos Bay, OR

#### Site Access:

- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) Alarm codes are given only to crew assigned to building.
- 3) General process - BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

#### Entrance Procedure:

- 1) Upon arrival janitors enter through the gate and make sure it closes behind them
- 2) Janitors park in front the employee door.
- 3) Janitors enter the building through the employee door and turn off the alarm.
- 4) Once in the building, the janitors go to the janitorial closet.
- 5) Janitors fill out the communication log and get to work.

#### Exit Procedure:

- 1) When cleaning is completed, the janitors sign out of the communication log.
- 2) The janitors ensure all lights are off and the alarm is set.
- 3) Janitors exit the employee door and lock it. Tugging to ensure it is locked.
- 4) Janitors then exit through the gate and pause to ensure it closes behind them before driving away.



# SUMMARY OF ANNUAL COSTS

## Oregon Department of Administrative Services Project Costing Worksheet

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QRF Name **Bay Area Enterprises**  
Project **Coos Bay City Shop - 1295 S. Broadway CB - 4.26.2022**

**Executive Director Signature:** \_\_\_\_\_

### Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 974.28
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 1.67
<b>Subtotal 1</b>		<b>\$ 975.95</b>

### Labor

Direct Labor	(from labor daily worksheet)	\$ 4,610.74
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### Overhead

See Overhead Worksheet		\$ 1,396.67
------------------------	--	-------------

### Delivery

Transportation	(from Trans & Reserve worksheet)	\$ -
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<b>Total Before Margin</b>	<b>\$ 6,983.36</b>
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### Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 335.20
------------------------	----------------------------------	-----------

<b>Total Bid Yearly</b>	<b>\$ 7,318.56</b>
<b>Monthly</b>	<b>\$ 609.88</b>

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**EXHIBIT E**  
**SCOPE OF WORK**  
**WASTE WATER TREATMENT PLANT 1**

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## CB Wastewater Treatment Plant 1 (WTP1) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.

Plant 1 - Tuesdays after 4pm - Samples building Tuesdays at 11am  
High visibility vests and hardhats must be worn outside buildings.

### Regular Cleaning

Lobby	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
• Remove cobwebs from windows and high ceilings																				
• Disinfect counter and drinking fountains																				
• Remove fingerprints from entry glass																				
• Vacuum mats																				
• Sweep and mop floors																				
Offices/Conference Rooms	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
• Remove cobwebs from windows and high ceilings																				
• Dust window-sills																				
• Sanitize all surfaces including exposed countertops and office furniture																				
• Empty and reline trash																				
• Vacuum carpets																				
• Sweep and Mop hard floors																				
Lab Areas	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
• Clean floors only																				
• Sweep																				
• Wet mop floors																				
• Sweep and mop tile ara																				
• Vacuum mats and carpet in entrance																				
<b>Weekly:</b>																				
• Wet mop floor																				
Restrooms	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
• Clean and disinfect all fixtures and surrounding areas																				
• Empty wastebasket, change liners as needed																				
• Stock all dispensers																				
• Sweep and mop floors																				
<b>Monthly:</b>																				
• Sanitize walls																				
• Clean vents																				
Breakroom	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
• Remove cobwebs from windows and high ceilings																				
• Sanitize																				
• Trash cans as needed																				
• Sinks, countertops and cabinetry																				
• Tables and chairs																				
• Vending machines and exterior of appliances																				
• Restock soap and paper towels																				
• Empty and reline trash																				
• Vacuum carpet and mats																				
• Sweep and mop hard floors																				



## Jobsite Entrance & Exit Procedure

Jobsite: 680 Ivy St., Coos Bay, OR

### Site Access:

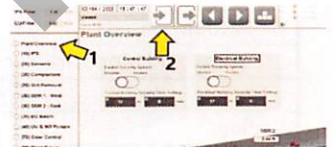
1) Follow alarm instructions **BEFORE** starting work and **BEFORE** leaving the building.

2) Once the main building is accessed, locate the two labeled SCADA terminals that are side by side as shown below.

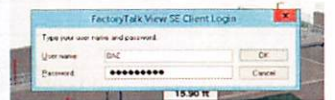


3) On the right-hand terminal, press any key on the keyboard for the display to appear, if not already visible.

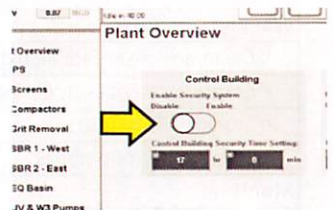
4) Select Plant Overview in the top left corner of the screen, then click the login button towards the top of the screen.



5) Enter your login information (**Login: BAE Password: Cleaners!**), then select "OK". If successful, the viewer name next to the login button will change to BAE. You will only have three tries before the account is locked out, if this happens call the After Hours Building Contacts immediately.



6) Click on the button to the "Disable" side of the Control Building frame to disable alarm. It should look like this.



7) Once all work is completed, complete the previous step but instead of selecting "Disable" select "Enable" to rearm the security alarm. Exit building and ensure all doors are closed.

8) Exit gate will open automatically when your vehicle pulls up to it. When leaving, pull away from the exit gate at least 20 feet and ensure it closes completely behind you. (usually takes 30 seconds)

**SUMMARY OF ANNUAL COSTS**

revised: 4/5/2011

**Oregon Department of Administrative Services  
Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **Bay Area Enterprises**Project **Coos Bay Water Treatment Plant 1 - 4.20.2022****Executive Director Signature:** \_\_\_\_\_**Raw Materials**

Per Time Use - Supplies

(from supplies worksheet)

\$ 1,271.46

Equipment, Tools &amp; Subcontracting

(from small equipment worksheet)

\$ 296.57

**Subtotal 1** \$ 1,568.03**Labor**

Direct Labor

(from labor daily worksheet)

\$ 3,477.91

**Overhead**

See Overhead Worksheet

\$ 1,363.77

**Delivery**

Transportation

(from Trans &amp; Reserve worksheet)

\$ -

**Total Before Margin** \$ 6,409.70**Reserve**

Margin Held in Reserve

(from Trans &amp; Reserve worksheet)

\$ 409.13

**Total Bid Yearly** \$ 6,818.83**Monthly** \$ 568.24**Work Area**

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**EXHIBIT F**  
**SCOPE OF WORK**  
**WASTE WATER TREATMENT PLANT 2**

## CB Wastewater Treatment Plant 2 (WTP2) Checklist

<b>Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.</b>																				
<b>High Visibility vests and hardhats must be worn outside buildings</b>																				
<b>Regular Cleaning</b>																				
<b>Lobby</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Disinfect counter and drinking fountains																				
· Remove fingerprints from entry glass																				
· Vacuum mats																				
· Sweep and mop floors																				
<b>Offices/Conference Rooms</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Dust window-sills																				
· Sanitize all surfaces including exposed countertops and office furniture																				
· Empty and reline trash																				
· Vacuum carpets																				
· Sweep and mop hard floors																				
<b>Lab Areas</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
· Clean floors only																				
· Sweep																				
· Wet mop floors																				
· Sweep and mop tile ara																				
· Vacuum mats and carpet in entrance																				
<b>Weekly:</b>																				
· Wet mop floor																				
<b>Restrooms</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
· Clean and Disinfect all fixtures and surrounding areas																				
· Empty wastebasket, change liners as needed																				
· Stock all dispensers																				
· Sweep and mop floors																				
<b>Monthly:</b>																				
· Sanitize walls																				
· Clean vents																				
<b>Breakroom</b>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
<b>Weekly:</b>																				
· Remove cobwebs from windows and high ceilings																				
· Sanitize																				
· Trash cans as needed																				
· Sinks, countertops and cabinetry																				
· Tables and chairs																				
· Vending machines and exterior of appliances																				
· Restock soap and paper towels																				
· Empty and reline trash																				
· Vacuum carpet and mats																				
· Sweep and mop hard floors																				



## Jobsite Entrance & Exit Procedure

Jobsite: 490 Fulton Ave., Coos Bay, OR

### Site Access:

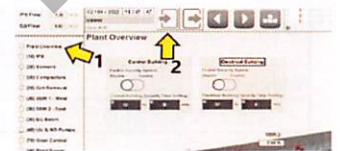
1) Follow alarm instructions **BEFORE** starting work and **BEFORE** leaving the building.

2) Once the main building is accessed, locate the two labeled SCADA terminals that are side by side as shown below.

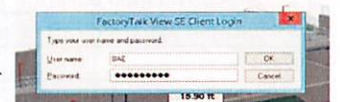


3) On the right-hand terminal, press any key on the keyboard for the display to appear, if not already visible.

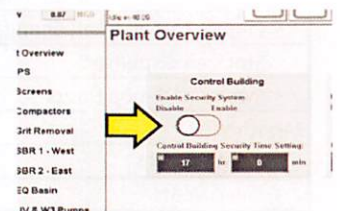
4) Select Plant Overview in the top left corner of the screen, then click the login button towards the top of the screen.



5) Enter your login information (**Login: BAE Password: Cleaners!**), then select "OK". If successful, the viewer name next to the login button will change to BAE. You will only have three tries before the account is locked out, if this happens call the After Hours Building Contacts immediately.



6) Click on the button to the "Disable" side of the Control Building frame to disable alarm. It should look like this.



7) Once all work is completed, complete the previous step but instead of selecting "Disable" select "Enable" to rearm the security alarm. Exit building and ensure all doors are closed.

8) Exit gate will open automatically when your vehicle pulls up to it. When leaving, pull away from the exit gate at least 20 feet and ensure it closes completely behind you. (usually takes 30 seconds)

**SUMMARY OF ANNUAL COSTS**

revised: 4/5/2011

**Oregon Department of Administrative Services  
Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **Bay Area Enterprises**  
Project **Coos Bay Water Treatment Plant 2 - 4.20.2022**

Executive Director Signature: \_\_\_\_\_

**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 856.83
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 208.77
<b>Subtotal 1</b>		<b>\$ 1,065.60</b>

**Labor**

Direct Labor	(from labor daily worksheet)	\$ 1,495.45
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**Overhead**

See Overhead Worksheet		\$ 692.18
------------------------	--	-----------

**Delivery**

Transportation	(from Trans & Reserve worksheet)	\$ -
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<b>Total Before Margin</b>	<b>\$ 3,253.23</b>
----------------------------	--------------------

**Reserve**

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 207.65
------------------------	----------------------------------	-----------

<b>Total Bid Yearly</b>	<b>\$ 3,460.88</b>
<b>Monthly</b>	<b>\$ 288.41</b>

**Work Area**

**EXIHIBIT G**  
**CONTRACTOR'S SUMMARY OF COSTS**

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STATE OF OREGON  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
Oregon Forward Program  
Request for Price Approval

Public Agency: City of Coos Bay

Oregon Forward Company: Bay Area Enterprises

Product or Service: Janitorial Services & Products

Contract number (& amendment# if applicable): \_\_\_\_\_

Proposed Prices (list all proposed prices and include the Statement of Services or Specifications, and costing workbooks to justify proposed prices with request):

Product/Service	Proposed Price	Units (per hour, month, each, etc.)
Janitorial Services - City Hall	3,990.15	month
Janitorial Services - Visitor Center	2,025.86	month
Janitorial Services - Library	4,053.35	month
Janitorial Services - City Shop	609.88	month
Additional Services - all CB buildings	38.26	HR/Person
Emergency Services - all CB buildings	79.09	HR/Person
Qtrly Full Window Cleaning - Vic	590.44	each

Public Agency and Oregon Forward Company agree the proposed price and supporting documentation meets the requirements of OAR 125-055-0030.

\_\_\_\_\_, date: \_\_\_\_\_  
Authorized Public Agency Signature

\_\_\_\_\_, phone # \_\_\_\_\_  
Email Address

Emme 12/2022, date: 04/27/2022  
Authorized Oregon Forward Contractor Signature

contactbae@bayareaenterprises.org, phone # 541-425-5565  
Email Address

DAS has reviewed the submitted documentation supporting the price(s) offered by the Oregon Forward Contractor and approves the price for procurement of the above stated product or service in accordance with OAR 125-055-0030.

\_\_\_\_\_, date: \_\_\_\_\_  
Oregon Forward Program Signature

Revised  
2/26/2021



STATE OF OREGON  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
Oregon Forward Program  
Request for Price Approval

Public Agency: City of Coos Bay

Oregon Forward Company: Bay Area Enterprises

Product or Service: Janitorial Services & Products

Contract number (& amendment# if applicable): \_\_\_\_\_

**Proposed Prices** (list all proposed prices and include the Statement of Services or Specifications, and costing workbooks to justify proposed prices with request):

Product/Service	Proposed Price	Units (per hour, month, each, etc.)
Janitorial Services - WTP 1	568.24	month
Janitorial Services - WTP 2	288.41	month

**Public Agency and Oregon Forward Company agree the proposed price and supporting documentation meets the requirements of OAR 125-055-0030.**

\_\_\_\_\_, date: \_\_\_\_\_  
*Authorized Public Agency Signature*

\_\_\_\_\_, phone # \_\_\_\_\_  
*Email Address*

\_\_\_\_\_, date: \_\_\_\_\_  
*Authorized Oregon Forward Contractor Signature*

\_\_\_\_\_, phone # \_\_\_\_\_  
*Email Address*

**DAS has reviewed the submitted documentation supporting the price(s) offered by the Oregon Forward Contractor and approves the price for procurement of the above stated product or service in accordance with OAR 125-055-0030.**

\_\_\_\_\_, date: \_\_\_\_\_  
*Oregon Forward Program Signature*

Revised  
2/26/2021



# EXHIBIT H

## AMENDMENT FORM

### AMENDMENT TO STANDARD FORM OF AGREEMENT AMENDMENT NO. \_\_\_\_\_

**BAY AREA ENTERPRISES, INC.**, a 501c3 Nonprofit Corporation, (herein after (“Contractor”) agrees to perform and complete the following work (hereinafter “Work”) for **CITY OF COOS BAY** (hereinafter “Owner”), in accordance with the terms and conditions of the Standard Form of Agreement, dated \_\_\_\_\_, 2022, for janitorial services, all of which terms and conditions are incorporated herein by reference.

Original Contract Amount:	\$
Net Amount Previous Amendment No(s): _____	\$
Total Original Contract Net Amendments:	\$
Total Amount Amendment No(s):	\$
Total Contract Amount Net Amendments	\$

#### Part ‘A’ – Scope of Services for Additional Work and Fees:

(Contractor shall attach a Scope of Services for Additional Work, which will become a part of the above referenced Agreement)

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Contractor hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous amendments remain in effect.

This Amendment will be effective on \_\_\_\_\_.

OWNER:

CONTRACTOR:

**City of Coos Bay**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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# EXHIBIT I

## City of Coos Bay Insurance Requirements

### ARTICLE 1 – INSURANCE REQUIREMENTS

Any company or individual performing work for the City of Coos Bay (hereinafter “the City”) shall be required to provide proof of insurance to the City per applicable insurance level.

1. General Liability shall be a “**per occurrence**” form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of Insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may also be required to be higher based upon the City’s review of the specific application for which insurance is required.
6. Tail Coverage: If any of the required liability insurance is on a “**claims made**” basis, recipient shall maintain either “tail” coverage or continuous “**claims made**” liability coverage, provided the effective date of the continuous “**claims made**” coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24-months following the later of:
  - (1) *Recipient’s completion of all services and the City’s acceptance of all services required under the Contract/Agreement, or*
  - (2) *The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain “tail” coverage and the maximum time period “tail” coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain “tail” coverage for the maximum time period “tail” coverage is reasonably available in the marketplace for the coverage required.*
7. **Definitions:**

**Commercial General Liability:** To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits.)

**Professional Liability:** To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

**Automobile Liability:** To cover each accident for bodily injury and property damage,

including coverage for owned, hired, no-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits.)

**Builders Risk:** To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

**Installation Floater:** To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

**Umbrella Liability:** To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

**Umbrella policies provide three function:**

- (1) *To provide additional limits above the each occurrence limit of the insured's primary policies;*
- (2) *To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and*
- (3) *To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.*

*Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.*

**Level 4 Insurance Requirements:** Professional Services contracts/agreements over \$50,000:

<b>Commercial General Liability</b> Per occurrence	\$ 1,000,000
<b>Professional Errors and Omissions liability</b> (Per occurrence)	\$ 2,000,000
<b>Workers' Compensation</b>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<b>Umbrella/Excess Insurance</b> Per occurrence	\$ 2,000,000
<b>Automobile Liability</b> Per occurrence	\$1,000,000

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, ***the policy(s) must be endorsed.*** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. ***\*\*A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.***

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The Contractor will be responsible for any applicable deductibles.

10. The Certificate of Insurance and Endorsement(s) will be a part of the contract/agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the City.

For construction contracts, a per project aggregate (form CG 25 03 05 09 or equivalent) shall also be required.

In all situations, the **City of Coos Bay and the Coos Bay Urban Renewal, their officers, employees and agents** shall be included as **additional insureds** under the **Commercial General Liability, Automobile Liability, and Umbrella Liability** policies as applicable.

As applicable, a **Waiver of Subrogation** under the **worker' compensation and commercial general liability** policies shall also be provided and **include the City of Coos Bay, the Coos Bay Urban Renewal Agency and the State of Oregon, their officers, employees and agents as additional insureds.**

Copies of such endorsements or coverage enhancements shall be attached to the certificate(s) provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provider must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

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**EXHIBIT J**  
**CONTRACTOR'S CERTIFICATES OF**  
**INSURANCE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nasburg Huggins Insurance 375 S Fourth St PO Box 1200 Coos Bay OR 97420	<b>CONTACT NAME:</b> Tina Eck <b>PHONE (A/C, No, Ext):</b> (541)267-3165 <b>FAX (A/C, No):</b> (541)267-5296 <b>E-MAIL ADDRESS:</b> tina-eck@leavitt.com
<b>INSURED</b> Bay Area Enterprises, Inc. Attention: Administrator PO Box 1376 Coos Bay OR 97420	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> SAIF Corporation <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 22/23 GL/BA/WC/UMBD&O**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Physical Abuse &amp; Molestation</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2398834	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Human Services Org. Professional I \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		PHPK2398834	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB809642	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	454590	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Directors &amp; Officers</b>			PHSD1710418	5/18/2022	5/18/2023	Each Policy Period 1,000,000
A	<b>Professional Liability</b>			PHPD2398834	5/18/22	5/18/23	Occurrence \$1,000,000 Agg \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is additional insured as respects to the liability arising out of the janitorial work performed by the named insured per attached CG2026 0413. Waiver of subrogation is provided per attached PI-GLD-HS 10/11

**CERTIFICATE HOLDER**

kburnette@coosbay.org

City of Coos Bay  
Public Works Administrator  
500 Central Ave  
Coos Bay, OR 97420

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Eck/TIECK

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

City of Coos Bay Public Works  
Administrator

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

##### **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

##### **a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

##### **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

##### **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

##### **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

#### **E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”



**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

**a.** Coverage under this provision is afforded until the end of the policy period.

**2.** Each of the following is also an insured:

**a. Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

**b. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**c. Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b)** The construction, erection, or removal of elevators; or
    - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1)** The insurance afforded the vendor does not apply to:
    - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b)** Any express warranty unauthorized by you;
    - (c)** Any physical or chemical change in the product made intentionally by the vendor;
    - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. **Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

DRAFT



## Oregon Workers' Compensation Certificate of Insurance

**Certificate holder:**

CITY OF COOS BAY  
500 CENTRAL AVE  
COOS BAY, OR 97420

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

<b>Insured</b>		<b>Producer/contact</b>	
Bay Area Enterprises Inc PO Box 1376 Coos Bay, Or 97420-0328		Nasburg Huggins Ins Agency Tina Eck 541.267.3165 tina-eck@leavitt.com	
<b>Issued</b>	05/20/2022	<b>Limits of liability</b>	
<b>Policy</b>	454590	Bodily Injury by Accident	\$1,000,000 each accident
<b>Period</b>	01/01/2022 to 01/01/2023	Bodily Injury by Disease	\$1,000,000 each employee
		Body Injury by Disease	\$1,000,000 policy limit

**Description of operations/locations/special items**  
 Janitorial Services

Waiver of subrogation effective May 20, 2022 for persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

**Important**

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative



Chip Terhune  
President and CEO

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 454590 Bay Area Enterprises Inc

## **Waiver of Our Right to Recover from Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **Schedule**

Description: JANITORIAL SERVICES  
Contractor name: CITY OF COOS BAY  
Address: 500 CENTRAL AVE  
COOS BAY  
Oregon  
97420

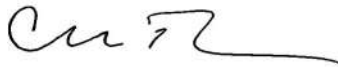
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

For each contract subject to this endorsement, the premium charge is one quarter of one percent (.25%) of the manual premium for this policy subject to a maximum of one (1) percent.

**Effective date:** January 01, 2022

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned November 27, 2021 at Salem, Oregon



Chip Terhune  
President and Chief Executive Officer

WC000313  
(Ed. 430B)

**EXHIBIT K**  
**CONTRACTOR'S LIST OF EMPLOYEES**

DRAFT

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**Bay Area Enterprises**  
**Employees working at Coos Bay City Hall**  
**As of May 23, 2022**

**Janitorial Team:**



Sandy Fox



Karen Allen



Michael Lee

**Alternate Janitorial Team:**



Rex Peet



Jessica Hernandez



Gary King



Aaron Bolle-Van Loo

**Janitorial Team Sunday Bathrooms:**



William Hull

**Bay Area Enterprises**  
**Employees working at Coos Bay Library**  
**As of May 23, 2022**

**Janitorial Team:**



Andrew Johnson



Michelle McCullough



Kevin Goss

**Alternate Janitorial Team:**



Rex Peet



Jessica Hernandez



Michael Lee

**Janitorial Team Sunday:**



Gary King



**Bay Area Enterprises**  
**Employees working at Coos Bay Visitors Center**  
**As of May 23, 2022**

**Janitorial Team Mon—Thu:**



Christian 'Gino' Celentano

**Janitorial Team Fri:**



Francisco 'Olivia' Cruz-Urbe

**Janitorial Team Sat & Sun:**



Gary King

**Alternate Janitorial Team:**



Rex Peet



Jessica Hernandez



Sandy Fox



**Bay Area Enterprises**  
**Employees working at Coos Bay City Shops**  
**As of May 23, 2022**

**Janitorial Team:**



Sandy Fox

**Alternate Janitorial Team:**



Rex Peet



Jessica Hernandez



Roxana Wilson



Francisco 'Olivia' Cruz-Urbe

**Bay Area Enterprises**  
**Employees working at Water Treatment Plant 1**  
**As of May 23, 2022**

**Janitorial Team:**



Roxana Wilson



Francisco 'Olivia' Cruz-Urbe

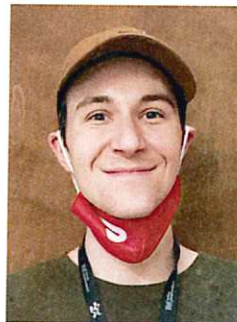
**Alternate Janitorial Team:**



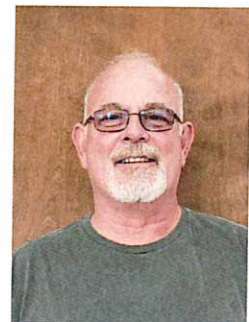
Rex Peet



Jessica Hernandez



Charles Hull



Charles 'Vern' Huckabee

**Bay Area Enterprises**  
**Employees working at Water Treatment Plant 2**  
**As of May 23, 2022**

**Janitorial Team:**



Michael Lee

**Alternate Janitorial Team:**



Francisco 'Olivia' Cruz-Urbe

**Bay Area Enterprises**  
**Coos County Job Coaches**  
**As of May 23, 2022**



Jake Cant



Lene Elbek



Joshua Garza



Rebekah Kirk  
Supervisor



Jeff Lavey



Kamara Mill



James Poppe



William Robnett



Ashley Rodriguez



Sarah Trosper



## Bay Area Enterprises Customer Service Plan of Implementation:

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To better serve our customers we have implemented the following process changes:

- 1) New Management Team – over the last six months, Bay Area Enterprises has gone through a few staffing changes, including a new Executive Director. We believe change can be healthy for a company and make it stronger. Under the guidance of Emma DeRock, we are adopting a new approach to customer service and quality assurance.
- 2) Customer Care Team
  - We have established a new customer service email that is monitored by multiple staff 24/7. This email can be used to submit requests, communicate problems, or complement a job well done.
  - When an email is received. It will be acknowledged by a team member and forwarded to the management team responsible for the action item.
  - The customer care team will monitor the action item until completed.
  - Customer Contact Email: [contactBAE@bayareaenterprises.org](mailto:contactBAE@bayareaenterprises.org)
- 3) We have modified our Property Services Department management structure to a team approach. What this means for our customer is a more structured, collaborative, and accountable leadership team. A team that leads by doing.
- 4) Training – We are reviewing all staff training and implementing a manager training program to better support our management staff as they lead our teams.
- 5) We are reviewing all our client job sites for contract compliance and safety.
  - This process includes reviewing Scopes of Work.
  - Establishing routinely scheduled management walk thru's of job sites with staff and clients.
  - Reviewing sites for compliance and Scopes of Work completion.
  - Increased training and process review training with janitorial teams.
  - Increasing communications with clients to proactively care for jobsites.
  - Requesting site maps and emergency evacuation procedures be added to contracts and jobsite red books.
  - Prioritizing communication and follow-up.
- 6) Scheduling – We are auditing our scheduling processes and practices.
  - Our goal here is to stabilize our team assignments.
  - Identify and clarify who our relief cleaning teams are. This will allow staff to utilize PTO and better facilitate for last minute illness call outs.
  - This will create more stability and continuity of service for both BAE and the client.

		per month	
\$	3,990.15	City Hall	
\$	2,025.86	VIC	
\$	4,053.35	Library	
\$	609.88	Shops	
\$	568.24	WWTP 1	
\$	288.41	WWTP 2	
\$	<b>11,535.89</b>	total per month	
\$	590.44	VIC Windows	1st qrt
\$	590.44	VIC Windows	2nd qrt
\$	590.44	VIC Windows	3rd qrt
\$	590.44	VIC Windows	4th qrt
\$	<b>2,361.76</b>	VIC Windows	per year
\$	138,430.68	total per year with out qrtly charges	
\$	<b>140,792.44</b>	total per year with qrtly charges	
\$	<b>563,169.76</b>	total for four years	



# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

This item was previously discussed at Joint URA/Council Worksession on 6/28/2022

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	9.

TO: Mayor Benetti and City Councilors

FROM: Jennifer Wirsing, City Engineer/Deputy Director

THROUGH: Jim Hossley, Public Works and Community Development Director

ISSUE: Consideration to Approve a Tesla Supercharger Agreement

### **SUMMARY:**

Council to consider approving the execution of an agreement with Tesla to install a supercharger at the public parking lot a S. 4th Street and Curtis Avenue.

### **ACTION REQUESTED:**

If it pleases Council, approve the execution of the Tesla Agreement to install a supercharger station at the public parking lot at S. 4th Street and Curtis Avenue.

### **BACKGROUND:**

At the May 17, 2022 meeting, Council directed staff to move forward with the investigation of installing a Tesla Electric Vehicle Supercharger Station at the public parking lot located at S 4th Street and Curtis Avenue. At the June 28, 2022 work session, Council had the opportunity to learn more about the Tesla Superchager station from the Tesla representative, Alex Schoknecht.

Staff worked with Tesla to complete the attached zero cost agreement and it has been reviewed and approved by the City Attorney. The term of the agreement is up to 15 years and Tesla will assume one hundred percent of the design, construction, operations, and maintenance costs. The proposed location is along the western portion of the parking lot adjacent to S. 4th Street (see exhibit in the attached agreement). Upon approval of the agreement, Tesla will perform a survey and work with Pacific Power to understand the improvements required, if any, to upgrade the electrical to service the EV charging station. According to the Tesla representative approximately 20-25% of the initial locations identified end up not being viable or need to be amended. However, any amendment and/or modification to the agreement will be presented to Council for approval.

### **BUDGET IMPLICATIONS:**

At this time, staff sees no impacts to budget.



**ATTACHMENT(S):**

- ▯ Agreement

## SUPERCHARGER AGREEMENT

This Supercharger Agreement (this “**Agreement**”) is effective as of the date last signed below (the “**Effective Date**”) by and between The City of Coos Bay, a Oregon Municipal Corporation (“**Counterparty**”) and Tesla, Inc., a Delaware corporation (“**Tesla**”). Tesla and Counterparty are each referred to herein as a “**Party**” and collectively as the “**Parties.**”

**WHEREAS**, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by attracting electric vehicle drivers to the Property; and

**WHEREAS**, Counterparty is the sole owner of the Property; and

**WHEREAS**, the Parties acknowledge the value of having electric vehicle charging at the Property.

**NOW THEREFORE**, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

**Counterparty:**

City of Coos Bay  
500 Central Ave, Coos Bay, OR 97420  
Attention: Jennifer Wirsing  
Phone: (541) 269-1181 Ext 2247  
Email: [jwirsing@coosbay.org](mailto:jwirsing@coosbay.org)

**Tesla:**

Tesla, Inc.  
3500 Deer Creek Road  
Palo Alto, CA 94304  
Attention: Supercharger Team  
Phone: (650) 681-5000

**With a copy to:**

Email: [superchargerhost@tesla.com](mailto:superchargerhost@tesla.com)

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24-hour Technical Support & Service:  
877-79-TESLA (877-798-3752)

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2. **PREMISES:** Counterparty hereby leases to Tesla, and Tesla hereby leases from Counterparty, eight (8) parking spaces, up to five (5) feet of additional parking width to provide disability access and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the “**Premises**”), in order to build a Supercharger Station (as defined below), pursuant to the terms of this Agreement. The Premises are located on the property commonly known as the public parking lot, located at the north east corner of the intersection of S. 4<sup>th</sup> Street and Curtis Avenue, more specifically the portion of the public parking lot adjacent to S. 4<sup>th</sup> street as identified in Exhibit A (the “**Property**”).

The “**Supercharger Station**” shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, switchgear, conduit, wiring and foundations (collectively, the “**Infrastructure**”); and (b) certain trade fixtures as determined by Tesla, which shall include eight (8) charge posts (“**Superchargers**”), power electronics equipment and Signage, and may also include, without limitation, fence or other visual barriers, a canopy, solar panels and an energy storage system (collectively, the “**Trade Fixtures**”).

3. **FOOTPRINT:** A total of eight (8) parking spaces shall be outfitted with Superchargers to serve as dedicated charging stalls ("**Dedicated Stalls**").]
4. **CONSTRUCTION AND ALTERATIONS:** Tesla shall, at its' sole cost, make alterations to the Premises and construct the Supercharger Station ("**Tesla's Work**"). Tesla acknowledges that Tesla's Work shall only begin after: (a) Counterparty has approved the plans and specifications (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Once Tesla's Work begins, it shall proceed with diligence and continuity until complete. Any revisions to the Approved Plans shall be approved by Counterparty. Tesla may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the Supercharger Station shall be approved in advance by Counterparty. Counterparty's approval of the plans and specifications, and of any alterations to the Supercharger Station, may be by email and shall not be unreasonably withheld, conditioned or delayed. Tesla shall promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees (collectively, "**Tesla Parties**") while performing Tesla's Work.
5. **ACCESS PERIOD:** Tesla Parties may enter the Premises and Property to complete Tesla's Work beginning on the Effective Date and continuing through the Commencement Date.
6. **DUE DILIGENCE PERIOD:** Tesla shall have the option to terminate this Agreement within three hundred sixty-five (365) days following the Effective Date ("**Due Diligence Period**") in the event that: (a) Tesla is unable to obtain all permits and approvals required by applicable governing bodies; (b) Tesla, in its reasonable business judgment, determines that it would incur substantial unanticipated costs to complete Tesla's Work or that there is insufficient demand for charging to justify building the Supercharger Station; or (c) the environmental reports obtained by Tesla or delivered to Tesla from Counterparty, if any, reveal environmental contamination at the Property, provided that all such reports shall remain confidential. In the event that Tesla terminates the Agreement pursuant to this Section 6, Tesla shall deliver written notice of termination to Counterparty and this Agreement shall be of no further force or effect.
7. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Effective Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 36). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date as the start of the Initial Term for recordkeeping purposes.
8. **TERM:** The initial term of this Agreement shall begin on the Commencement Date and shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 21) by Tesla exists at the time of extension. Tesla shall exercise the option for each Renewal Term by giving notice to Counterparty no later than thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
9. **REMOVAL:** Tesla shall, at its' sole cost, remove the Trade Fixtures promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the

Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (excluding Infrastructure that is upstream of the meter, which is and shall remain the property of the utility) shall, in Tesla's sole discretion, either be removed with the Trade Fixtures and remain the personal property of Tesla, or left in a safe condition and become the property of Counterparty.

10. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct.
11. **USE:** Tesla shall use and occupy the Premises during the Term to install, operate and maintain a Supercharger Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other lawful use ("**Permitted Use**"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week.
12. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) at its' sole cost, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for trash removal, snow removal, repaving and restriping, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 16. If Tesla determines that additional trash cans are needed in the Premises, Tesla will notify Counterparty and Counterparty shall promptly install such trash cans at Counterparty's sole cost.
13. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and except in the case of snow removal, garbage collection or an emergency, Counterparty shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
14. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 16.

15. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property, Counterparty shall have no right to request or accept payment from Tesla, users of the Supercharger Station or any other third-parties in connection with the Supercharger Station.
16. **SIGNAGE:** Subject to applicable Laws (as defined in Section 38), Tesla shall install charging stall signage substantially similar to the signage represented in the Approved Plans ("**Signage**"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.
17. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" under this Agreement:
- A. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.
- B. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.
18. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
19. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
20. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**Affiliate**" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "**control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.

21. **INDEMNIFICATION:**

- A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, or any breach or alleged breach of Section 38 by Counterparty, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
- B. **Tesla:** Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, or any breach or alleged breach of Section 38 by Tesla, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Tesla Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty's entry onto the Premises; or (ii) Counterparty's breach of this Agreement.

22. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.

23. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.

24. **INSURANCE:** During the Term, Tesla shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) per occurrence and Four Million dollars (\$4,000,000) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and upon reasonable request by Counterparty. Tesla shall include Counterparty as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability under this Agreement. Tesla will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Tesla if Tesla is a qualified self-insured in the state where the Premises are located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Tesla's use of self-insurance for the coverages herein shall be subject to Counterparty's approval, not to be unreasonably withheld, conditioned, or delayed.

25. **CONFIDENTIALITY AND PUBLICITY:**

- A. **Confidentiality:** Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter.
- B. **Permitted Disclosures:** Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a “need to know” such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 29, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and (ii) as required by law.
- C. **Publicity:** Neither Party will use the other Party’s name, trademark or logo without obtaining the other Party’s prior written consent.

26. **ENVIRONMENTAL MATTERS:** Counterparty represents and warrants that the Premises shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this Agreement to the contrary, Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any contamination of the Property, unless caused by Tesla Parties. Counterparty is responsible for remediating, to the extent required by applicable environmental law, any contamination not caused by Tesla Parties, including any contamination encountered by Tesla Parties during construction of the Supercharger Station.

27. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a “copy to” email or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications and other alterations by email. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 31.

28. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys’ fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.

29. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of Counterparty’s interest in the Property or Premises while this Agreement is in effect, Tesla’s rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all

terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.

30. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
31. **SUBORDINATION:** Subject to Section 17 above, this Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla's rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 35 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
32. **FORCE MAJEURE:** If either Party's performance of its obligations under this Agreement is delayed by Force Majeure, then such Party's time of performance will be extended by a corresponding number of days. As used in this Agreement, "**Force Majeure**" means an act, event, condition or requirement beyond such party's reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, supply chain disturbances or delays, pandemic, disease or other outbreak or public health crisis, inclusive of quarantine, shelter order or similar restrictions on employees or travel, declaration of national, regional or local state of emergency, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
33. **INCENTIVES:** Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Supercharger Station, including, without limitation, from electricity delivered through, stored at or generated by the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. "**Incentives**" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
34. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
35. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.



36. **WAIVER OF JURY TRIAL:** COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
37. **NON-DISCRIMINATION:** The Parties are against discrimination, harassment and unfair treatment of individuals, and therefore each Party agrees that it shall not discriminate against or segregate any person, or group of persons on account of sex, marital status, sexual orientation, gender identity, disability, race, age, color, religion, creed, veteran status, national origin or ancestry in the performance of their respective obligations in this Agreement, or knowingly permit any such practice by its agents, contractors or employees in connection with this Agreement that is in violation of applicable Laws.
38. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
39. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
40. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute this Agreement as of the date below.

**COUNTERPARTY:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TESLA:**

Tesla, Inc.  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Premises and Property Depiction and Address**

**Property Address:**

No address for subject property, but identified as Township 25 South, Range 13 West, Section 26CC, and Tax Lot 8500.

**Premises and Property Depiction:**

The Premises are located on the property commonly known as the public parking lot, located at the north east corner of the intersection of S. 4<sup>th</sup> Street and Curtis Avenue, more specifically the portion of the public parking lot adjacent to S. 4<sup>th</sup> street as identified in Exhibit A



Proposed Location for Tesla Supercharger Station



Proposed Location



# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
July 5, 2022	10.

TO: Mayor Benetti and City Councilors

FROM: Rodger Craddock, City Manager

THROUGH:

ISSUE: Consideration to Approve an Intergovernmental Agreement - Coordinated Office on Homelessness

### **SUMMARY:**

Coos Bay, North Bend and Coos County worked together to secure funding support through HB 4123. Together, the three entities were awarded \$1 million in state funding over a two year period to operationalize a coordinated office to strengthen the community's homeless response.

### **ACTION REQUESTED:**

If it pleases Council, approve and authorize the City Manager to sign the agreement on behalf of the City of Coos Bay. In addition, appoint two representatives (elected and / or appointed) to serve on the Homeless Advisory Board to assist in providing guidance towards fulfilling the requirements of HB 4123.

### **BACKGROUND:**

Coos Bay, North Bend and Coos County worked together to secure funding support through HB 4123. Together, the three entities were awarded \$1 million in state funding over a two year period to operationalize a coordinated office to strengthen our community's homeless response.

The Intergovernmental Agreement is in alignment with HB 4123 and has been reviewed and approved by the Coos Bay City Attorney, North Bend City Attorney and Coos County Counsel.

### **BUDGET IMPLICATIONS:**

None for the first two years. Coos County will serve as the fiscal agent and the coordinated pilot was awarded \$1 million.

### **ATTACHMENT(S):**

- ▣ House Bill 4123
- ▣ HB 4123 IGA

# House Bill 4123

Sponsored by Representatives KROPP, WILLIAMS, Senator PATTERSON, Representatives EVANS, GOMBERG, HOY, SMITH G, ZIKA, Senators ANDERSON, GELSER BLOUIN, HANSELL, KNOPP, THOMSEN; Representatives GRAYBER, LEVY, MARSH (Presession filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Requires Oregon Department of Administrative Services to provide grants for certain coordinated homeless response systems. Requires response systems to report annually to Housing and Community Services Department, Oregon Housing Stability Council and interim committee of Legislative Assembly.

Sunsets January 2, 2025.

Appropriates moneys for specified response system grants.

Declares emergency, effective on passage.

## A BILL FOR AN ACT

Relating to coordinated homeless response systems; and declaring an emergency.

Whereas the lack of available housing, high rents and high home prices are driving rapid increases in housing instability and homelessness in Oregon; and

Whereas Oregon has experienced a significant increase in the number of people experiencing homelessness and unsheltered homelessness; and

Whereas funding, resources and services to address homelessness in Oregon are not scaled to meet this need; and

Whereas the lack of housing affordability and availability in Oregon cannot be addressed without cross-jurisdictional collaboration; and

Whereas communities require coordinated leadership and governance to identify local needs and centralize communication, policy and services to end homelessness; now, therefore,

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** (1) The Oregon Department of Administrative Services shall provide grants to local governments and nonprofit corporations that agree to, within 90 days of receipt of grant funding, enter into an agreement among the member governments and nonprofit corporations, if any, to create a coordinated homeless response system that consists of, at a minimum:

(a) The establishment of a coordinated homeless response office;

(b) An advisory board with representation from the governing body of each member government;

(c) Specific roles of each member to support the advisory board and office;

(d) Plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578; and

(e) The establishment of a centralized point of contact for the office.

(2) Grants provided under this section shall be used by the coordinated homeless response system to:

**NOTE:** Matter in boldfaced type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in boldfaced type.

- 1       (a) Hire necessary staff for the office;
- 2       (b) Support coordinated communications and public engagement;
- 3       (c) Support community outreach and policy development, including stipends for people
- 4 with current or recent lived experience of homelessness;
- 5       (d) Acquire technical assistance and capacity building, including contracting with con-
- 6 sultants; and
- 7       (e) Pay for other expenses reasonably necessary to meet the requirements under this
- 8 section.
- 9       (3) Within one year of receiving a grant under this section, a coordinated homeless re-
- 10 sponse system, through the advisory board or each member government to the agreement,
- 11 shall adopt a five-year strategic plan that will identify and set goals for addressing:
- 12       (a) Funding to support the ongoing operations of the coordinated homeless response
- 13 system;
- 14       (b) Increasing or streamlining resources and services to people at risk of or experiencing
- 15 homelessness within the participating cities and counties;
- 16       (c) Incorporating national best practices for ending homelessness;
- 17       (d) Eliminating racial disparities within homeless services within the service area; and
- 18       (e) Creating pathways to permanent and supportive housing that is affordable to local
- 19 populations experiencing or at risk of homelessness.
- 20       (4) No later than November 15, 2023, and September 15, 2024, each coordinated homeless
- 21 response system shall provide a report to the Housing and Community Services Department,
- 22 Oregon Housing Stability Council and one or more appropriate interim committees of the
- 23 Legislative Assembly in the manner provided in ORS 192.245 on:
- 24       (a) The goals adopted in the five-year strategic plan and the progress made in imple-
- 25 menting the plan;
- 26       (b) Other changes in homelessness services, ordinances of member governments relating
- 27 to homelessness and partnerships or programs established that are specifically related to
- 28 member government actions arising out of the agreement; and
- 29       (c) Identified challenges and opportunities relating to:
- 30           (A) Regional coordination of homelessness services and planning;
- 31           (B) Needs for technical assistance regarding program development or other programs
- 32 from the Housing and Community Services Department; and
- 33           (C) Addressing racial disparities through partnerships with culturally specific and re-
- 34 sponsive organizations serving populations overrepresented in experiencing homelessness,
- 35 including Black, Indigenous, People of Color, federally recognized tribes and tribal members
- 36 and outreach and engagement with these populations.
- 37       (5) In performing tasks under this section, a coordinated homeless response system shall
- 38 coordinate with and develop partnerships with local and regional stakeholders, including, but
- 39 not limited to:
- 40       (a) Advocates for people experiencing homelessness and for people with lived experience
- 41 of homelessness;
- 42       (b) Community action agencies;
- 43       (c) Housing authorities;
- 44       (d) Affordable housing providers;
- 45       (e) Behavioral health providers;



- 1 (f) Law enforcement;
- 2 (g) Educational agency liaisons for homeless children as described in 42 U.S.C. 11432;
- 3 (h) Local Department of Human Services offices;
- 4 (i) Courts;
- 5 (j) Legal aid;
- 6 (k) Coordinated care organizations, as described in ORS 414.572;
- 7 (L) Emergency shelter providers;
- 8 (m) Homeless service providers;
- 9 (n) Organizations serving and advocating for veterans, homeless youth, youth exiting the
- 10 foster care system, individuals exiting the criminal justice system, people with disabilities
- 11 and aging adults, health care systems, domestic violence and sexual assault survivors,
- 12 members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities,
- 13 people experiencing behavioral health and substance use disorders, faith communities and
- 14 business communities; and
- 15 (o) The Housing and Community Services Department.

16 (6) In performing its duties under this section, a coordinated homeless response system  
 17 shall coordinate with law enforcement, service providers and governing bodies to implement  
 18 safe and humane processes to maintain public and environmental health and safety, balanc-  
 19 ing important individual and community rights.

20 (7) A coordinated homeless response system may use grant funds in excess of those funds  
 21 needed by the system to accomplish the requirements of the system under subsections (1)  
 22 to (6) of this section to support the delivery of homeless services and shelter consistent with  
 23 the five-year strategic plan, including through contracts with service providers.

24 SECTION 2. Section 1 of this 2022 Act is repealed on January 2, 2025.

25 SECTION 3. In addition to and not in lieu of any other appropriation, there is appropri-  
 26 ated to the Oregon Department of Administrative Services, for the biennium ending June 30,  
 27 2023, out of the General Fund, to provide grants under section 1 of this 2022 Act for a coor-  
 28 dinated homeless response system:

29 (1) \$1,000,000 to Benton County for a response system consisting of Benton County, the  
 30 City of Corvallis and any other parties to the agreement forming the response system.

31 (2) \$1,000,000 to Coos County for a response system consisting of Coos County, the City  
 32 of Coos Bay, the City of North Bend and any other parties to the agreement forming the  
 33 response system.

34 (3) \$1,000,000 to Deschutes County for a response system consisting of Deschutes County,  
 35 the City of Bend, the City of Redmond and any other cities in the County of Deschutes that  
 36 are parties to the agreement forming the response system.

37 (4) \$1,000,000 to Lincoln County for a response system consisting of Lincoln County, the  
 38 City of Lincoln City, the City of Newport, the City of Toledo and any other parties to the  
 39 agreement forming the response system.

40 (5) \$1,000,000 to the Mid-Columbia Community Action Council for a response system  
 41 consisting of the Mid-Columbia Community Action Council, Hood River County, Sherman  
 42 County, Wasco County, the City of The Dalles, the City of Hood River and any other parties  
 43 to the agreement forming the response system.

44 (6) \$1,000,000 to Polk County for a response system consisting of Polk County, the City  
 45 of Dallas, the City of Falls City, the City of Independence, the City of Monmouth, the City

1 of Willamina, the Confederated Tribes of the Grand Ronde, Mid-Willamette Valley Commu-  
2 nity Action Agency and any other parties to the agreement forming the response system.

3 (7) \$1,000,000 to Tillamook County for a response system consisting of Tillamook County,  
4 the City of Tillamook, Bay City, the City of Garibaldi, the City of Rockaway Beach, the City  
5 of Wheeler, the City of Manzanita, Tillamook County Community Action Resources Enter-  
6 prises, Inc. and any other parties to the agreement forming the response system.

7 (8) \$1,000,000 to Umatilla County for a response system consisting of Umatilla County,  
8 the City of Umatilla, the City of Stanfield, the City of Echo, the City of Hermiston and any  
9 other parties to the agreement forming the response system.

10 **SECTION 4.** This 2022 Act being necessary for the immediate preservation of the public  
11 peace, health and safety, an emergency is declared to exist, and this 2022 Act takes effect  
12 on its passage.  
13

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**Intergovernmental Agreement  
Coordinated Office on Houselessness**

This Agreement is entered into by and between Coos County, a political subdivision of the State of Oregon (“County”), the City of Coos Bay, an Oregon Municipal Corporation (“Coos Bay”), and the City of North Bend, an Oregon Municipal Corporation (“North Bend”).

**RECITALS**

- A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements (“IGA”) for the performance of any or all functions which a Party to the IGA has the authority to perform.
- B. County has signed a grant agreement with the State of Oregon awarding County \$1,000,000 to establish a coordinated homeless response system consisting of County, Coos Bay, and North Bend. The grant agreement is entered pursuant to the terms of HB 4123.
- C. The Parties to this IGA wish to implement HB 4123 and establish a coordinated homeless response system consisting of the County, Coos Bay, and North Bend (the “System”). The System shall, at a minimum, consist of a homeless response office (the “Office”) and a Homeless Response Advisory Board (the “Advisory Board”). The Parties wish to create a System that will fulfill all requirements set forth in Exhibit A, attached hereto and incorporated by this reference herein.

NOW, THEREFORE, County, Coos Bay, and North Bend, on the terms and conditions set forth herein, and for consideration of which the existence and sufficiency is mutually acknowledged, enter into the following Agreement:

**AGREEMENT**

- 1. **Effective Date/Duration.** This IGA shall be effective when signed by all three Parties hereto. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this IGA automatically terminates on June 30, 2027.
- 2. **Homeless Response Office.** The Parties agree that the Office shall be organized as follows and shall perform the following functions:
  - a. The Office will operate under the general policy guidance of the Homeless Response Advisory Board (“Advisory Board”).
  - b. The Office will primarily consist of a person (the “Director”) selected by the Coos County Board of Commissioners and approved by the Advisory Board. The County may contract for the services provided by the Director. The Director may be any individual or entity duly qualified and willing to serve in the role.
  - c. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123, including plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578.
  - d. The Office will be managed by the Director who will report to the Board of Commissioners or designee. The Director will be charged with the general

operation of the Office, and shall work to coordinate with the Advisory Board and all Parties to this IGA to develop a five-year strategic plan and otherwise ensure that the coordinated homeless response system meets the project goals set forth in Exhibit A.

- e. For the first two fiscal years, the Office will be funded with pilot funding of \$1,000,000 provided through a grant by the State of Oregon.
  - f. The Office shall also include an Advisory Panel (“Panel”) comprised of houselessness experts drawn from the community, to include representatives with knowledge and experience in the areas of youth services, lives experiences, accessibility, housing, houselessness, land use, public education, public health, education, and philanthropy.
- 3. Homeless Advisory Board.** The Parties agree that the Advisory Board shall be organized as follows and shall perform the following functions:
- a. An Advisory Board, consisting of two representatives from each party to this IGA, shall be formed for the purposes of providing general guidance to the Office.
  - b. Initial Advisory Board members shall have the opportunity to make important decisions at the inception of the coordinated homeless response system, including the following:
    - i. The Advisory Board shall provide input to County staff and the Board of Commissioners on the hiring of the Executive Director (“Director”) for the program.
    - ii. The Board shall approve the Strategic Plan developed by the Office and will provide policy direction to the Office.
  - c. By May 24, 2023, the Advisory Board shall review, approve, and adopt a strategic plan that identifies and sets goals as set forth in HB 4123.
  - d. Advisory Board members shall serve as a liaison between their elected body and the Office.
  - e. As an entity authorized by statute and governed by this IGA with the authority to make formal advice and recommendations on public policy and administration, the Advisory Board is considered a public body for the purposes of Oregon Public Meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
  - f. The Advisory Board shall adopt formal Bylaws sufficient to ensure compliance with Oregon Public Meetings Law and the orderly functioning of the Advisory Board. The Bylaws must establish a regular meeting schedule to be observed by the Advisory Board.
- 4. Obligations of the Parties.**
- a. **Commitment of Support.** The Parties to this IGA commit to support the Office for a total of not less than five (5) fiscal years. The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are

further defined and clarified by the Parties. The Parties further agree to work together and use best efforts to seek out and obtain grant funding to further this objective.

- b. All Parties to this IGA agree to cooperate in good faith to ensure that the goals of the System are achieved. The Parties shall work in good faith to amend this IGA when necessary to achieve the System goals set forth in Exhibit A.
- c. County shall serve as the fiscal agent responsible for funding the operations of the Office created under this IGA. County will select a Director to manage the Office created under this IGA. County shall be responsible for all contracting, procurement, or other activities necessary to select a Director and create the Office. The County will retain fiscal and managerial oversight of the Office and the Director, and shall retain the authority to terminate the contractual and/or employment relationship with the Director as necessary. In such an event, the County shall select a new Director with the approval and input of the Advisory Board. This IGA does not create any employment or contractual relationship between the Parties to this IGA or the Office/Director.
- d. The Coos County Office of Legal Counsel may be called upon to provide legal advice to the Advisory Committee and the Office as necessary. Such advice may include, but is not limited to, advice on public meetings law, the requirements of HB 4123, and the formulation of necessary bylaws.

## **5. General Terms.**

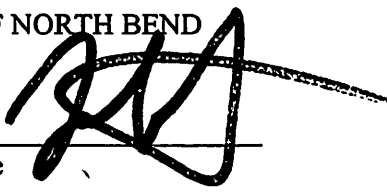
- a. Notice. The designated representatives of the Parties for the administration of this IGA are as follows:
  - i. Coos Bay: Roger Craddock, City Manager.  
Phone: 541-269-8912  
Email: [rcraddock@coosbay.org](mailto:rcraddock@coosbay.org)
  - ii. North Bend: David Milliron, City Manager.  
Phone: 541-756-8536.  
Email: [dmilliron@northbendcity.org](mailto:dmilliron@northbendcity.org).
  - iii. Coos County: Megan Simms, Treasurer.  
Phone: 541-396-7730.  
Email: [msimms@co.coos.or.us](mailto:msimms@co.coos.or.us)
- b. Entire Agreement. This IGA constitutes 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 IGA. No waiver, consent modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- c. Severability. If any portion of this IGA is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision shall be severed from the contract and the remaining provisions shall remain enforceable and in full effect.
- d. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Access to Records/Record Retention. All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
  - i. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - ii. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.
  - iii. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
  - iv. All Parties to this IGA and their authorized representatives shall have the right to direct access to all of associated books, documents, papers and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
- f. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as “claims”) that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

[signatures on following page]

CITY OF NORTH BEND

Signature

  
David Milliron

Name (Printed)

City Administrator

Title

June 29, 2022

Date

BOARD OF COMMISSIONERS OF  
COOS COUNTY, OREGON

Chair

Commissioner

Commissioner

Date

CITY OF COOS BAY

Signature

Name (Printed)

Title

Date