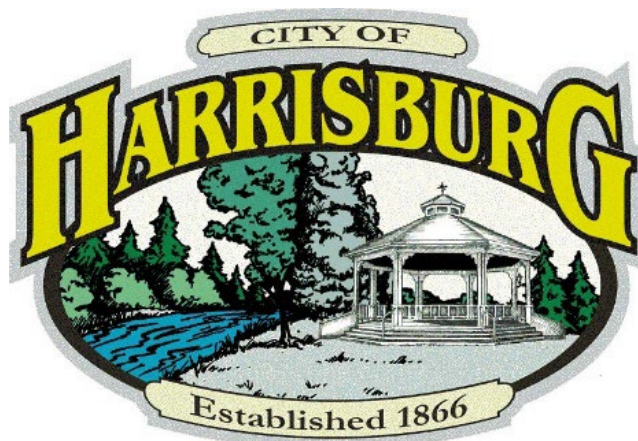


This document is supplemented by agenda packet materials, meeting materials distributed and audio recordings of the meeting and may be reviewed upon request to the City Recorder.



Harrisburg City Council Minutes December 10, 2024

Mayor: Robert Duncan, Presiding
Council President: Mike Caughey, Present
Councilors Present: Kimberly Downey, Randy Klemm, Charlotte Thomas and Cindy Knox
Councilors Absent: Robert Boese (Excused) and Youth Advisor Taylor Tatum (Excused)
Staff Present: City Administrator Michele Eldridge, Public Works Director Chuck Scholz, Finance Director/Deputy City Recorder Cathy Nelson and City Recorder/Municipal Court Administrator Lori Ross
Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

The Pledge of Allegiance was led by Mayor Robert Duncan

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan at the hour of 6:37pm

CONCERNED CITIZEN(S) IN THE AUDIENCE. All in attendance were there for items on the agenda.

Mayor Duncan took a moment to acknowledge Councilor Robert Boese, who is not present this evening due to work and wanted to thank him publicly for so many years of service to Harrisburg and in so many ways besides being on City Council.

Mayor Duncan also congratulated Dana Henry on becoming the newly elected City Council member effective January 2025.

Item No. 1 on the Agenda was skipped as we waited for the arrival of Sergeant Frambes, who was delayed at another meeting.

THE MATTER OF APPROVING RESOLUTION NO. 1298 IN ORDER TO ACCEPT THE CANVASS OF ELECTION VOTES FROM THE NOVEMBER 5, 2024, GENERAL ELECTION:
Ross informed Council that the Official Election Results were received today; therefore, Exhibit C, Resolution No. 1298 and Exhibit D, the 2025 General Election Abstract have been handed out this

evening and will be included in the minutes as **Addendum 1**. Ross stated that due to having a write-in candidate being elected, she has included, with Resolution No. 1298, as Exhibit A; the 2024 General Election Results Abstract and Exhibit B, the Final and Official Write-In Tally. The write-in tally shows resident Dana Henry received the most votes for a total of 256.

- No comments or concerns.
 - **Caughey motioned to approve Resolution No. 1298, “A RESOLUTION ACCEPTING THE CANVASS OF ELECTION VOTES FROM THE NOVEMBER 5, 2024, GENERAL ELECTION FOR HARRISBURG CITY COUNCIL POSITIONS (THE MAYOR AND 3 COUNCIL POSITIONS)” and was seconded by Downey. The motion passed unanimously by a vote of 5-0.** (Yes: Caughey, Downey, Klemm, Thomas and Knox. No: None.)

THE MATTER OF HOLDING A PUBLIC HEARING TO ADOPT THE BUILDING DEPARTMENT OPERATING PLAN FOR 2025-2029

Mayor Duncan opened up the Public Hearing at the hour of 6:45pm.

- Eldridge stated the Building Department Operating Plan is adopted every four years. She noted it's similar to the previous plan. Building Inspector, Jason Johannesen, suggested changing the plan review period from 7 days to 10 days, but Eldridge noted that 7 days will still be her goal.

With no testimony provided, the Public Hearing closed at the hour of 6:46pm

No comments or concerns.

- **Thomas motioned to adopt the Building Department Program Operating Plan for 2025-2029 and was seconded by Caughey. The motion passed unanimously by a vote of 5-0.** (Yes: Thomas, Caughey, Downey, Klemm and Knox. No: None.)

THE MATTER OF AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A LEASE FOR FARMING ON CITY PROPERTY: Eldridge reviewed the staff report noting that Kurt Kayner has farmed the property since 2013. A few of the changes include:

- The annual rent for the property increased \$1.00 per acre for a total amount due of \$6,480 for 48 acres due by September 1st of each year.
- The soil preparation detail was removed. Kayner can now just provide the City with a copy of any soil analysis reports he has done.
- Thomas asked if we were telling Kayner what he could and could not grow. Eldridge replied that the City is not, however, Kayner would need to inform the City of what he is growing.
 - **Thomas motioned to authorize the City Administrator to sign the Farmer's Lease and was seconded by Klemm. The motion passed unanimously by a vote of 5-0.** (Yes: Thomas, Klemm, Caughey, Downey and Knox. No: None.)

THE MATTER OF AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A SERVICES AGREEMENT WITH PALEOWEST, LLC DBA CHRONICLE HERITAGE FOR CULTURAL SURVEY SERVICES FOR EAGLE PARK: Eldridge reviewed the staff report and referred to **Addendum 2**, an updated service agreement. Section 5, Third Party Services and Cost has been removed and won't allow sub-contractors. In Section 9, Choice of Law and Forum; Attorney Fees; any reference to Arizona was changed to Oregon and the jurisdiction was changed to Linn County. Some other highlights of the report included:

- The survey must be completed before the recreational Trail Program Grant (RTP) can proceed.
- To keep the cost down, this survey will only cover sections of the park that are currently planned for development which include trails, restroom pits, boat ramp and docks.
- The cost of \$24,693.72 could change if they were to discover something.
- Knox asked if they were able to complete the project in 2–10-hour days. Eldridge replied yes, due to most of the survey being conducted visually.
- Resident, Dana Henry asked if we were able to use the grant funds to get reimbursed for this expense. Eldridge replied she believes they do have some funds to cover a portion of the expense, but nothing's confirmed until we can proceed with the grant.
- Downey asked if this was budgeted for. Nelson replied yes and that the City knew this was a condition of the grant.
- Eldridge informed Council that the grant, if awarded, is \$150,000. Eldridge stated the large government grant that she will be applying for in April, might allow reimbursement for previous expenses including the study and possibly our last payment to Knife River for the purchase of the property.
 - **Klemm motioned to authorize the City Administrator to sign the services agreement with Chronicle Heritage for cultural resource survey work in Eagle Park and was seconded by Caughey. The motion passed unanimously by a vote of 5-0.** (Yes: Klemm, Caughey, Downey, Thomas and Knox. No: None.)

THE MATTER OF MAKING PLANS FOR CITY DAY AT THE CAPITOL: Eldridge reminded Council that City Day at the Capital is being held on January 28th and to please let her know if you would like to attend. The cost is \$60 and will be covered by the City or scholarship. At this time, Downey will be attending. Thomas will try to attend and Klemm stated he will be out of town that day.

THE MATTER OF APPOINTING RHONDA GILES TO THE PLANNING

COMMISSION FOR A TERM ENDING DECEMBER 31, 2028: No comments or concerns.

- Thomas **motioned to appoint Rhonda Giles to the Planning Commission for a term ending December 31, 2028 and was seconded by Klemm. The motion passed unanimously by a vote of 5-0.** (Yes: Thomas, Klemm, Caughey, Downey, and Knox. No: None.)

THE MATTER OF THE MAYOR APPOINTING BUDGET COMMITTEE MEMBER JANA JENKINS TO A TERM ENDING DECEMBER 31, 2027: No comments or concerns.

- Mayor Duncan appointed Jana Jenkins to serve on the Budget Committee for a term ending December 31, 2027.

THE MATTER OF APPROVING THE CONSENT LIST: No comments or concerns.

- Klemm **motioned to approve the consent list and was seconded by Downey. The motion passed unanimously by a vote of 5-0.** (Yes: Klemm, Downey, Caughey, Thomas and Knox. No: None.) **A motion to approve the consent list will approve the following:**
 - **Minutes from the October 22, 2024 City Council Meeting**
 - **The Payment Approval Report for November 2024**

THE CITY ADMINISTRATOR VERBAL REPORT:

- Republic Services (RS) asked to speak with Council in January or February. RS informed Eldridge there would be no rate increase this next year. Eldridge did receive

from RS information on how many accounts and units (containers) there are in Harrisburg. That information has been given to Gary at Junction City for their Capital Improvement Plan.

- Harrisburg will be participating with Linn County for the Natural Hazard Mitigation Program (NHMP). Linn County receives a grant and puts the information together then submits to FEMA for approval. Once approved by FEMA, it will come to Council for review and approval. Staff will be sending out public notices allowing citizens the opportunity for involvement. There is a section that has been added to the plan that talks about ways to mitigate the bank erosion on the Willamette River and grants for the planning work to be done.
- Reminder the Strategic Plan will be coming to Council in January.
- Planning Commission spoke about reviewing skinny streets again due to the construction of Sommerville Meadows. Currently our code allows a minimum of 29 feet. Scholz and Eldridge to review what kind of table they would prefer to have. Eldridge is hoping to get back some of the footage the City had to give up years ago.
- Eldridge was contacted by FEMA-PICM confirming the City will be doing a permit-by-permit basis for property's affected. The City will be making ordinance changes as recommended by our Attorney and will be adopting at our February meeting.
- SMAC is working on changing matching grant requirements for smaller cities and is currently getting ready for the long session.
- Eldridge will be taking some time off for personal reasons.

THE MATTER OF MEETING WITH A MEMBER REPRESENTATIVE FROM LCSO IF ONE IS

AVAILABLE: Sergeant Frambes arrived at the hour of 7:34pm and reviewed the LCSO Report for the months of October and November 2024. Some of those highlights included:

- Harrisburg Pharmacy was broken into in October and in November. In October, they used a glass cutting tool to create a circle and enter. In November, they broke through the wall of an adjoining business, breaking the waterline. The case has been handed over to the FBI and the DEA due to drugs being involved. They believe they have a suspect whose vehicle is registered in California. This particular suspect is also a person of interest in several other pharmacy break-ins in Philomath, Corvallis and surrounding areas.
- In October, a juvenile received burns at the homecoming bonfire, which happened after the event hours.
- In November, a fatal vehicle crash occurred on Peoria Rd next to Life Bible Church, claiming the life of a local 22-year-old male.
- LCSO performed Code Enforcement on abandoned vehicles and towed one vehicle that had been illegally parked for years.
- Downey commented on a person in her neighborhood that was sleeping in his vehicle. Sergeant Frambes suggested calling dispatch in the future to investigate.

OTHER ITEMS: None.

With no further business, the City Council Business Meeting adjourned at the hour of 8:05pm.

Mayor

City Recorder

RESOLUTION NO. 1298

A RESOLUTION ACCEPTING THE CANVASS OF ELECTION VOTES FROM THE NOVEMBER 5, 2024, GENERAL ELECTION FOR HARRISBURG CITY COUNCIL POSITIONS (THE MAYOR AND THREE COUNCIL POSITIONS)

WHEREAS, at a General Election held in the State of Oregon, County of Linn, in the City of Harrisburg on November 5, 2024, the candidates for office of Mayor, and three City Council positions, were submitted to the voters; and,

WHEREAS, the City of Harrisburg has received the certified abstract of election results from the Linn County Elections Clerk on December 10, 2024.

NOW, THEREFORE, BE IT RESOLVED the attached Canvass of Election Votes for the City of Harrisburg for Mayor, three Council Positions are attached hereto as **Exhibit A** and the Final & Official Write-In Tally as **Exhibit B** and by these references incorporated herein, be accepted as the final election results.

Section 1: The votes cast by the electors of the City of Harrisburg for one Mayor Position, and three Council Positions at the general election of November 5, 2024, are hereby found, determined, and declared to be as follows:

Mayor (Vote for One)	Total Votes: 1321
Robert (Bobby) Duncan	1236 93.57%
Miscellaneous write-ins	85 6.43%
City Council Members at-Large (Vote for Three)	Total Votes: 2297
Randy Klemm	1006 43.80%
Mike Caughey	867 37.74%
Write-In	412 17.94%
Write-In	11 .48%
Write-In	1 .04%

Section 2. Pursuant to City of Harrisburg City Charter Chapter VI Elections, Section 29 Canvass of Returns, and to the foregoing election results, certified to by the Linn County Elections Clerk, and canvassed and ratified by the City Council by this resolution, it is hereby found, determined, and declared that the following are the official results of the General Election held on November 5, 2024.

MAYOR	Robert (Bobby) Duncan
COUNCIL MEMBERS AT LARGE	Mike Caughey Randy Klemm Dana Henry

Section 3: The City Recorder and Elections Clerk is hereby directed to issue certificates of election to the persons declared elected in Section 2 after the effective date of this resolution.

Adopted by the City Council of the City of Harrisburg, Oregon, and made effective the 11th day of December 2024.

Mayor

City Recorder



CHRONICLE™
HERITAGE

SERVICES AGREEMENT
PaleoWest, LLC dba Chronicle Heritage
2025 North 3rd Street, Suite 157
Phoenix, AZ 85004
Tax I.D. Number: 72-1609812

Project Title: Eagle Park Cultural Resources Survey _____
Project Number: 24-PC-04708__ Date: 12/06/2025 _____
Company Name: City of Harrisburg _____
Client Contact Person: Michele Eldridge _____ State of Incorporation/Organization: Oregon
Street Address or P.O. Box: P.O. Box 378, 120 Smith St. _____
City: Harrisburg _____ State: OR _____ Zip Code: 97446
Telephone No.: 541-995-2200 _____ Fax No.: _____
Chronicle Heritage Project Manager: David Markus _____

Scope of Services (check one):

- Services to be performed are: _____
- Scope of services is described in a separate document prepared or approved by PaleoWest, LLC dba Chronicle Heritage (such document is incorporated herein and may be attached)

Fees for PaleoWest, LLC dba Chronicle Heritage Services (check one):

- \$ _____ on a fixed fee basis.
 - Time and Materials basis* \$ _____
 - Time and Materials basis not-to-exceed (NTE) \$ \$24,693.72 _____
- *PaleoWest/Chronicle Heritage rate schedule to be attached for Time and Materials/NTE contracts

Retainer: A retainer of \$ _____ must be received by _____, 20____. PaleoWest, LLC dba Chronicle Heritage may delay work until receipt of retainer. Retainer will be applied to fees/costs incurred. PaleoWest, LLC dba Chronicle Heritage retains the right to apply retainer to final invoice.

Payment Terms: Unless otherwise agreed to in writing by PaleoWest dba Chronicle Heritage, Client will be invoiced monthly for services rendered and costs incurred (based on percentage of completion/hours expended, as applicable). All billed amounts not covered by a retainer are due and payable upon presentation of the invoice and become overdue if the invoice is not received within thirty (30) days after the date of the invoice. In no event shall payment to PaleoWest dba Chronicle Heritage be withheld pending Client's receipt of a payment by a third party. Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance. **Payment should be remitted to: PaleoWest, LLC dba Chronicle Heritage, 2025 North 3rd Street, Suite 157, Phoenix, AZ 85004.**

Prices and terms quoted are subject to Client's acceptance within thirty (30) days of the date set forth above.

Special Terms: _____

PaleoWest, LLC dba Chronicle Heritage

Client: City of Harrisburg _____

By: _____
(signature)

By: _____
(signature)

Name: Timothy Gerrish _____

Name: Michele Eldridge _____

Title: Office Principal _____

Title: City Administrator _____

Date: _____

Date: _____

Attached Terms (including disclaimers) are a part of this Agreement

**PaleoWest, LLC dba Chronicle Heritage
Standard Terms of Service**

- 1. Scope of Services.** Subject to the terms set forth on the face hereof and those contained herein (collectively "this Agreement"), PaleoWest, LLC dba Chronicle Heritage shall provide those services that PaleoWest, LLC dba Chronicle Heritage has agreed in writing to provide under this Agreement ("the Services"). Any material change to the Scope of Services provided by PaleoWest, LLC dba Chronicle Heritage, and any other services provided by PaleoWest, LLC dba Chronicle Heritage in connection with this Agreement shall constitute "Additional Services". Any Additional Services are to be authorized on PaleoWest, LLC dba Chronicle Heritage's standard Change Order form, which shall be incorporated herein, describing changes in the scope of work and any adjustment in pricing and terms. Unless otherwise agreed in writing by PaleoWest, LLC dba Chronicle Heritage, Client shall pay for any Additional Services at PaleoWest, LLC dba Chronicle Heritage's standard hourly rates, and fees for Additional Services shall be due and payable as incurred and invoiced.
- 2. Payment.** In the event of late payment, the failure to provide a retainer or other breach of this Agreement by Client, PaleoWest, LLC dba Chronicle Heritage reserves the right to (i) stop work; and/or (ii) apply any existing retainer and condition the performance of further services on obtaining payment in full of any unpaid balance and an additional retainer; and/or (iii) terminate this Agreement; and/or (iv) pursue all other rights and remedies available under this Agreement or applicable law. PaleoWest, LLC dba Chronicle Heritage reserves the right to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted. Client shall be responsible for any sales tax, transaction privilege tax, use tax, excise tax or similar taxes, if applicable, on the work performed under this Agreement.
- 3. Termination.** In the event that this Agreement is terminated and the Services are priced on a fixed fee basis, PaleoWest, LLC dba Chronicle Heritage shall be entitled to payment from Client based on the percentage of work completed as reasonably estimated by PaleoWest, LLC dba Chronicle Heritage, and in the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, PaleoWest, LLC dba Chronicle Heritage shall be entitled to payment based on the number of hours worked at the applicable rate, and in all events PaleoWest, LLC dba Chronicle Heritage shall be entitled to reimbursement of costs incurred prior to termination. All provisions of this Agreement that expressly or by their nature continue in effect (such as warranty disclaimers and remedy limitations) shall survive termination.
- 4. Client Cooperation and Compliance.** Client shall fully cooperate with PaleoWest, LLC dba Chronicle Heritage as requested by PaleoWest, LLC dba Chronicle Heritage and as necessary or appropriate to facilitate the completion of the Services. Client is responsible for providing PaleoWest, LLC dba Chronicle Heritage with all information relevant to the Services available to Client and for complying with all applicable laws and requirements in connection with this Agreement. The Client Contact identified on the face hereof shall have complete authority on behalf of Client with respect to this Agreement and the Services, including the authority to provide or obtain any necessary information and approvals, and PaleoWest, LLC dba Chronicle Heritage may rely on such authority. In the event that a Client Contact is not identified, PaleoWest, LLC dba Chronicle Heritage may treat any representative of the Client that communicates with PaleoWest, LLC dba Chronicle Heritage with respect to this Agreement or the Services as the Client Contact.
- 5. Delays.** In the event that PaleoWest, LLC dba Chronicle Heritage provides an estimated completion date, PaleoWest, LLC dba Chronicle Heritage will use reasonable efforts to complete the Services on or prior to that date subject to Client's compliance with this Agreement and other factors beyond PaleoWest, LLC dba Chronicle Heritage's reasonable control. PaleoWest, LLC dba Chronicle Heritage is not responsible for delays or other circumstances caused by the unavailability of third-party services, delays in government approvals, or other factors beyond PaleoWest, LLC dba Chronicle Heritage's reasonable control.
- 6. Limited Warranty; Disclaimer.** PaleoWest, LLC dba Chronicle Heritage warrants that the Services performed by its employees will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions. In the event of a breach of the foregoing warranty, PaleoWest, LLC dba Chronicle Heritage's sole obligation shall be to use commercially reasonable efforts to re-perform the Services in compliance with such warranty, if possible, or at PaleoWest, LLC dba Chronicle Heritage's option, refund the fees paid by Client for the Services. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICES AND INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" AND PALEOWEST, LLC DBA CHRONICLE HERITAGE DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL WARRANTIES RELATING TO SUCH SERVICES AND INFORMATION INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client understands that for various reasons investigations conducted by PaleoWest, LLC dba Chronicle Heritage may not uncover all relevant information and that reports generated by PaleoWest, LLC dba Chronicle Heritage may

rely on various third-party information which PaleoWest, LLC dba Chronicle Heritage may assume to be accurate without independent verification. Any maps or similar materials provided by PaleoWest, LLC dba Chronicle Heritage are for illustration only and should not be relied on as surveys. No opinions are intended to be

expressed by PaleoWest, LLC dba Chronicle Heritage for matters that require legal expertise or other specialized knowledge beyond that customarily possessed by similarly situated environmental consulting companies.

- 7. Limitation of Remedies.** In the event that Client incurs any damages in connection with this Agreement or the Services, PaleoWest, LLC dba Chronicle Heritage's liability shall in no event exceed the amount actually paid by Client to PaleoWest, LLC dba Chronicle Heritage for the Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PALEOWEST, LLC DBA CHRONICLE HERITAGE SHALL HAVE NO OTHER LIABILITY TO CLIENT FOR ANY DAMAGES, WHETHER GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, WHETHER OR NOT FORESEEABLE. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT PALEOWEST, LLC DBA CHRONICLE HERITAGE IS ENTERING INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS AND LIMITATIONS SET FORTH HEREIN.
- 8. Choice of Law and Forum; Attorneys' Fees.** This Agreement shall be governed exclusively by its terms and by the laws of the State of **OREGON** as applied to contracts entered into in **OREGON** between **OREGON** residents without regard to the State's rules concerning choice of law. Client hereby consents and agrees to exclusive jurisdiction and venue in **LINN COUNTY, OREGON**, provided that PaleoWest, LLC dba Chronicle Heritage may pursue collection efforts for any amounts payable under this Agreement in any forum having jurisdiction. Client shall reimburse PaleoWest, LLC dba Chronicle Heritage on demand for all attorneys' fees, costs and expenses incurred by PaleoWest, LLC dba Chronicle Heritage (including any commissions payable to collection agencies) in seeking to collect amounts payable under this Agreement (including fees, costs and interest) or otherwise seeking to enforce its rights under this Agreement.
- 9. Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable and the court or other adjudicating authority shall make such amendment accordingly.
- 10. Assignment; Successors; Third-Parties.** Client may not assign its rights under this Agreement without PaleoWest, LLC dba Chronicle Heritage's written consent and, unless otherwise expressly agreed by PaleoWest, LLC dba Chronicle Heritage in writing, Client shall in all events remain responsible for the performance of its obligations hereunder notwithstanding any such assignment. This Agreement shall be binding upon assignees and other successors. Any services and information provided by PaleoWest, LLC dba Chronicle Heritage are being furnished solely for Client's benefit and only with respect to the project that is the subject of this Agreement and no third-party may rely thereon and no third-party shall be construed to be a beneficiary of this Agreement.
- 11. Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof, and any prior understandings, agreements or representations related to such subject matter are hereby superseded. This Agreement shall control over any conflicting documents and shall be the sole source of any obligations of PaleoWest, LLC dba Chronicle Heritage. No provision of this Agreement shall be deemed amended or waived by PaleoWest, LLC dba Chronicle Heritage unless a written amendment or a form of waiver is signed by PaleoWest, LLC dba Chronicle Heritage. All attachments authorized by PaleoWest, LLC dba Chronicle Heritage are hereby incorporated into this Agreement. This Agreement may be executed in counterparts and delivered by any reasonable means including facsimile.
- 12. Interpretation; Notices.** The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party. When used in this Agreement, the term "include" or "including" shall be construed as illustrative and not exhaustive. The headings in this Agreement are inserted for convenience; the provisions of this Agreement shall control. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. Notices and communications given and made in connection with this Agreement may be given and made by any reasonable means including facsimile or email if reasonable in the circumstances.
- 13. Relationship; Authority.** The relationship of the parties hereunder is that of independent contractors and not principal-agent, partners, or otherwise. Except as expressly provided under this Agreement, neither party shall have any authority to act on behalf of or bind the other party. Only PaleoWest, LLC dba Chronicle Heritage's project manager or an officer of PaleoWest, LLC dba Chronicle Heritage shall be authorized to bind PaleoWest, LLC dba Chronicle Heritage.
- 14. Non-Discrimination.** PaleoWest, LLC dba Chronicle Heritage shall not discriminate or allow under its control to discriminate in violation of the Rehabilitation Act, 29 U.S.C. § 793, the Vietnam Era Readjustment Assistance Act, 38 U.S.C. § 4212 or Executive Order 11246 or similar requirements to the extent applicable, and shall, to the extent required, take affirmative action to employ and advance in employment qualified individuals.

15. Equal Opportunity/Affirmative Action: This Contractual Agreement is subject to and shall abide by the requirements of **41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a)**. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/ subcontractor agrees to comply with all the provisions set forth in **29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496)**.

Addendum 2