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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **cseverson@clackamas.us | 503-572-1575.**

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Clackamas County
www.clackamas.us



CLACKAMAS COUNTY SHERIFF

Sheriff James Rhodes

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

9/10/26

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Board Order with NW Bend Boats, LLC doing business as North River Boats for 2 Sheriff's Patrol Boats. Total Agreement Value is \$280,250.04 for 1 year. Funding is through Oregon State Marine Board Funding. No County General Funds are involved.

Previous Board Action/Review: IGA Amendment signed 7/9/2026 20260709 IV.A.2

Performance Clackamas: Safe, Secure, and Livable Communities

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Patrick Williams

Contact Phone: 503-785-5012

EXECUTIVE SUMMARY: This board order supports and facilitates the purchase of (2) 21'6" forward helm WTW HT patrol boats from North River. These boats perform coverage of the following waterbodies located within Clackamas County; approximately 30 miles of the Willamette River, All Clackamas River (Approximately 50 miles) including North Fork Reservoir, 50 miles of the Molalla River, 10 miles of the Tualatin and Pudding Rivers, Sandy River above Oxbow Park, and Lake Oswego, Timothy, Trillium and Harriet Lakes.

RECOMMENDATION: Staff recommends approval of this board order.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Rhodes".

Sheriff James Rhodes

For Filing Use Only

A Tradition of Service Since 1845

Office: 9101 SE Sunnybrook Boulevard, Clackamas, Oregon 97015

Mailing: 2223 Kaen Road, Oregon City, Oregon 97045

Phone: 503-785-5000 **Fax:** 503-785-5190 **www.ClackCoSheriff.us**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Issuance of Purchase Order for
Purchasing Sheriff's Patrol Boats



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the "Board") has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Oregon Revised Statutes ("ORS") Chapters 279A.200-220 and Local Contact Review Board Rule C-046-0400 permit Clackamas County to purchase goods and services using cooperative contracts;

Whereas, Sourcewell, a cooperative purchasing entity, established a cooperative contract, contract number # 092525-NRB ("Cooperative Contract"), with NW Bend Boats, LLC doing business as North River Boats for the purchase of aluminum work boats to include patrol/law enforcement boats;

Whereas, the Clackamas County Sheriff's Office desires to utilize the Cooperative Contract with North River Boats to purchase two (2) Sheriff's patrol boats for \$280,250.04, as set forth in the North River Boats quote dated May 18, 2026 attached hereto as Exhibit A ("Patrol Boats");

Whereas, the Clackamas County Department of Finance requests authority to purchase the Patrol Boats by issuance of a purchase order ("PO"); and

Whereas, a PO is issued directly through the Clackamas County Department of Finance's management software with no signature required or available;

NOW THEREFORE, the Clackamas County Board of County Commissioners orders as follows:

1. The requested purchase of the Patrol Boats under the Cooperative Contract from NW Bend Boats, LLC, doing business as North River Boats, in the amount of \$280,250.04 is hereby approved; and
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the Patrol Boats on behalf of the Sheriff's Office.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Issuance of Purchase Order for
Purchasing Sheriff's Patrol Boats



Board Order No. _____
Page 2 of 2

DATED this ____ day of _____, 2026

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



NW Bend Boats, LLC - dba North River Boats
1750 Green Siding Rd. Roseburg, Oregon 97471
www.northriverboats.com

SBA - HubZone Certified

North River Sourcewell contract # 092525-NRB

CONTRACT / PO NUMBER

North River Invoice #

Quote Date:

Revision Date:

Sales Person:

JOB #

Est. Start:

Est. Finish:

NRB XXXXX XXX

5/18/2026

Jordan Allen

BUYER: Clackamas Co. Sheriff
9101 SE Sunnbrook Blvd.
Clackamas, OR 97015
Clackamas / Sourcewell Acct. # 31693

SHIP TO: FOB Roseburg, OR

Phone: 503-785-5000

Main POC: Nate Thompson

Mobile: Email: nathantho@clackamas.us

Terms: See Payment Terms section below. If no payment terms noted, invoices due on receipt. Full payment required prior to shipping release.

All returned checks are subject to \$35.00 NSF fee or 1% of the total sale, whichever is greater

NW BEND BOATS, LLC dba NORTH RIVER BOATS ("North River"), hereby agrees to sell, and BUYER hereby agrees to purchase, the vessel described more particularly below (the "Vessel"), subject to the terms and conditions on and attached to this Agreement:

Vessel to be built to USCG and ABYC Standards unless otherwise noted				Serial Number	Unit Cost	Total
BOAT MODEL						
BOAT	2028	North River "Commander" Inboard Jet		NRB XXXXX XXX		\$ 183,169.96
	CENTER LENGTH:	21' 6"				
	DEADRISE:	12 degree				
	CHINE BEAM:					
	BEAM:	8' 2"				
	SIDE HEIGHT	33"				
	FUEL CAPACITY:	65 gallons				
	2 year limited Government / Commercial hull warranty for this contract.					
TRAILER						
TRAILER	2028	Versatile Trailers - Tandem Axle Aluminum Trailer (BT624, 7500# carry capacity) Surge disc brakes on both axles, slick material on bunks, LED light package, heavy duty winch stand, chine load guides.				
TRAILER OPTIONS						
	Spare Tire w/ Carrier, installed at bow of trailer.					
ENGINES						
MOTOR		Kodiak 6.2L (400hp)		TBA		
MOTOR				TBA		
MOTOR		Hamilton 214		TBA		
ENGINE OPTIONS						
	Main Engine: Kem Equipment / Kodiak 6.2L chevy engine (400hp), direct injected, closed loop cooling, heat exchanger.					
	Engine / Instrument panel - includes tach, oil pressure, water temperature, volt meter, and hour meter. Audio / visual oil pressure and water temp warning alarms.					
	Shift / Throttle - Single lever, dash mounted control					
	Engine Cover / "Dog House" (aft opening) w/ vinyl covered work surface topside.					
	Jet: Hamilton 214 jet with turbo impeller (Trimable nozzle option available)					
	Stomp grate for Hamilton 214					
	Sand Trap for Kodiak engine					
	Dash mounted, single lever shift / throttle control					
	Heater / Defroster - Engine driven w/ 2-defroster outlets and 2-bulkhead heater outlets. Control panel is located on dash.					
	Engine Compartment, Bilge blower - switched (and labeled) at dash.					
12:39 PM STEERING AND FUEL SYSTEMS						
	Fuel Filter / fuel separator: integrated into Kodiak engine					
	Steering: Rack and Pinion "Flotech" steering for Hamilton 214					

	Stainless Steering wheel (Schmitt vision elite 13.5")		
	65 gallon aluminum fuel tank w/ single fill, EPA Compliant Fill and Vent, (1) pick-up and vent through transom. Aluminum fuel tank is Centered over keel and isolated from hull and grounded. (sending unit and vent PYHI inspection hatches through deck as per ABYC recommendations.		
	Stainless fuel vents through transom		
	FUEL FILL: Stainless fuel fill / deck fill		
WELDED FEATURES			
	Swim Platform / Jet Pump protector (smooth aluminum w/ non-skid)		
	Bottom plate: (.250") 1/4" aluminum thickness		
	Aluminum floors with floor grip / Non-Skid		
	Welded .190 doubler plate on bow		
	Cleats: (Qty. 7) 10" cast aluminum welded cleats		
	Welded transom eyes - (Qty. 2) welded aluminum; Upper port & starboard transom corners.		
	Welded transducer brackets (Transom Port and Starboard sides) aluminum "stand-off" brackets to install transducers, pitot tubes etc...		
	Dive / Boarding Ladder - (2-step / welded aluminum pipe) hinged, removable dive / boarding ladder, located on the swim deck (STARBOARD SIDE)		
	AFT Tow Bitt: fixed, 3" Schedule 80, tow bitt w/ single, cross pin and welded aluminum cap		
	STERN STORAGE: Rear cowling storage boxes w/ (Qty. 2) top-side access lids (aluminum lids)		
CABIN / CONSOLE			
	Custom Cabin - Welded Aluminum top frame, (aluminum) skinned top with canvas fly at helm, (fixed / glass) sliding side windows Port & Starboard sides. Center, walk through windshield to access recessed bow area.		
	Bulkhead doors - under bow / storage access (powder coated)		
	Welded aluminum grab rail located over glove box opening (3/4" sched. 40)		
	locking glove / storage box on port side dash.		
UPHOLSTERY AND CANVAS			
	Operator Seat - Mariner Suspension seat w/ heavy duty swivel base.		
	Passenger Seat - Mariner Suspension seat w/ heavy duty swivel base.		
	Aft Seating - Storage bench seats w/ cushioned lids and bolt-on backrests (Port & Starboard sides)		
	Canvas "eye-brows" over passenger and operator seats (3 panels; one zip to open panel center, 1-port, 1-starboard) to allow sit / stand vessel operation and ease of access to forward bow area.		
	Canvas backdrop w/ roll-up center door and (Qty. 3) Eisenglass windows.		
	Back-drop storage bag - Canvas to store backdrop curtain when not in use.		
OUTFITTING - RIGGING			
	Heavy Duty Bow Eye - Stainless		

	Sacrificial anode - Zinc (or aluminum) anode bolted to bracket at transom. Size tbd.				
	Rod / Boat hook storage in lower / aft sides (3 per side)				
	Cup holders (Qty. 4) locations TBA				
	Fire Extinguisher (installed) Kidde Pro 5lb ABC fire extinguisher installed per customer designated location				
OUTFITTING - ELECTRICAL					
	USCG approved Navigation / Lighting package (Hella NAVI LED, 2nm Lights)				
	Horn: Flushmounted horn w/ momentary switch (labeled) at dash panel				
	Windshield Wipers (Qty. 2) 12v, self-parking wipers w/ Switch on Dash				
	Batteries: (Qty. 2) Dry cell batteries w/ selector switch. On/Off/Combine				
	Bilge Pumps: (Qty. 2) 2000 gph pumps w/ auto float switches. Rule 43 switches				
	Fuse Block, dedicated at helm for future electronics installation				
	12v power points - (Qty. 2) (1-port side dash bulkhead, 1-starboard side dash bulkhead)				
	USB outlets - (Qty. 2) (1-port side dash bulkhead, 1-starboard side dash bulkhead)				
OTHER - SEAKEEPER / GENERATOR / FENDER / THRUSTER					
ELECTRONICS & NAVIGATION SYSTEMS					
Qty	Description:	PN:	Unit Price	Extended Price	
	Whelen WPA3BM Siren control panel with 100w speaker and WPA112 amplifier. (Installed at main helm)				
	Strobe lights (Qty. 2) Whelen LINV2B, blue strobe lights. (2-installed / flushmounted in transom facing aft, 1-port, 1-starboard)				
	Chart Plotter; Garmin ECHOMAP Ultra 2, 106sv: Display to be installed near helm. Includes GT56UHD-TM transducer, NMEA2000 starter kit and remote GPS antenna.				
	Onboard battery charger: Guest 10A / 12V DC, 2-bank charger w/ Hubbel plug-in Inlet. (Not for dockside power use)				
	Install customer supplied Law Enforcement radio with antenna				
	Install customer supplied FireCom wireless system.				
PAINT					
	Interior:	Graystone Zolatone w/ Clear			
	Exterior top:	Graystone Zolatone w/ Clear			
	Exterior top side:	NO SIDE PAINT			
	Exterior bottom side:	NO SIDE PAINT			
	Cabin exterior:	N / A			
	Cabin interior:	N / A			
	Cuddy:	N / A			
	Non-skid surfaces:	Graystone zolatone w/ Clear			
	Pin stripe:				
	Canvas:	Charcoal			

OTHER (SPARES, TESTING, CERTIFICATIONS, DRAWINGS, DELIVERY)			
	Transom tie-down straps for trailering		
	Quotations are valid 60 days		
State and Local taxes not included in this quote			
Due to long production lead times and global market volatility, the proposed selling price is valid for sixty (60) days and is based on costs of materials and components in effect as of the date of this sales quote/sales order. North River reserves the right in its sole discretion to increase the quoted price if tariffs, import duties, epidemics or related impacts or market conditions result in substantial cost increases to North River or to sub-contractors of North River. This may include shipping, surcharges, unforeseen general price increases, product model year price adjustments, etc. Such increases shall be added to the contract price via change order and notified to customer in writing once price impacts are fully known.			
		Boat and Options Sub Total	\$ 183,169.96
		Discount	\$ (45,792.49)
		Boat and Options Total	\$ 137,377.47
Customer Signature X		Engine Sub Total	\$ -
		Discount	\$ -
Salesman Signature X		Engine Total	\$ -
		Freight	
		Tariff	\$ 2,747.55
		Sales Tax	
Please Remit To: North River Boats 1750 Green Siding Rd. Roseburg, OR 97471		Total	\$ 140,125.02
		Deposit	
		(USD) Balance Due	\$ 140,125.02

All prices are in U.S. Dollars

Delivery Arrangements:

Unless otherwise noted above, delivery is FOB Roseburg, OR USA. North River may assist Buyer with shipping arrangements, including ground and ocean barge transportation for an additional fee. All shipping arrangements must be made prior to completion of vessel.

In the below contract North River Boats is referred to as North River.

Payment Terms: (Insert payment terms other than Standard below)

Payment Terms - Standard:

The total Purchase Price shown above includes all applicable discounts, and other applicable charges. Unless otherwise noted, State and Local taxes are the responsibility of Buyer. However, the Purchase Price does NOT include any Storage Fees (section 7 of this Agreement) or Change Order charges (section 5 of this Agreement) incurred after the Agreement Date. BUYER shall pay the Purchase Price and all such other amounts owed to North River as follows: Checks payable to North River Boats or Money wire transfer into North River Boats account. All payments must be received prior to shipping.

- 15% Holding Deposit Due on Agreement.
- 30% Progress Payment Due upon approval of complete General Arrangement drawings
- 30% Progress Payment Due upon notification that fabrication has been completed.

Change Orders. Change work orders exceeding \$10,000.00 must be paid at the time change order is approved by Buyer. All other change orders will be invoiced at final.

Final Payment. The balance of the Purchase Price plus the amount of all unpaid Change Order charges (as described in section 5a & 5b of this Agreement) is due upon notification of Completion of the Vessel.

Payment Schedule Summary. Payments are as per schedule below:

DESCRIPTION	DATE	DATE:	PURPOSE	\$\$
Date of Agreement 15%			Deposit	\$ 21,018.75
30% Progress Payment - Drawings			Progress	\$ 42,037.51
30% Progress Payment - Fab Complete			Progress	\$ 42,037.51
Change Orders - Exceeding \$10K			Change Order	
Upon notification of completion			Final Payment	\$ 35,031.25
TOTAL				\$ 140,125.02

Production will be undertaken in Roseburg. OR USA at the North River plant.

Production delay due to non-payment. All payments must be made on a timely basis as per Payment Terms listed above. This is imperative for North River to maintain a consistent production schedule. Payments not received within 14 days of invoice date will be considered late. North River will notify BUYER in writing that production will be suspended if payment(s) are not made current within 7 days. North River will suspend production until payments are reinstated and North River is satisfied that remaining payments can be made on time for the remainder of the build. If production has been suspended due to non-payment status, and payment status has been reinstated, North River will provide BUYER with a revised production schedule based on delays caused by BUYER's deficient payment status. It is North River's sole discretion as to when the production will resume based on the current production schedule. It is costly to disrupt production flow and therefore a \$5,000.00 production suspension penalty will be imposed and due payable prior to production resuming.

Additional Payments. Any additional Shipping Fees, Storage Fees (as discussed in section 7), Change Order charges, time and materials charges related to BUYER-supplied equipment (as discussed in section 4), or other costs incurred after Final Payment is due upon invoice by North River or upon delivery of the Vessel, whichever first occurs.

BUYER shall not remit payments by U.S. mail, but will remit all payments on or before the date due by wire transfer (preferred) or check delivered:

☐ Through Buyer paid FedEx® or UPS shipping packet. Buyer will provide tracking number when payment is made

☐ By wiring the payments to a North River bank account; (North River to provide necessary information)

☐ In person at North River's office / Location: 1750 Green Siding Road, Roseburg OR USA

Credit Cards. North River limits the use of credit cards to a maximum of \$5,000.00 total per contract. In the event that a credit card purchase is required by BUYER, North River will charge a 3% credit card processing fee on any amount exceeding \$5,000.00 USD total per contract accrued. The credit card processing fee will be added to the invoice and charged at the time the card is processed.

BY SIGNING BELOW, THE PARTIES AGREE TO AND ACCEPT ALL OF THE TERMS, CONDITIONS AND SCHEDULES CONTAINED IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

BUYER:
BUYER
Signature

DATE:

ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT

1. **Estimated Production Start Date.** North River will not compute and issue the estimated Production Start Date until North River receives the Deposit and/or fully executed government contract. After North River receives the Deposit and/or fully executed government contract, North River will provide BUYER written confirmation of the estimated Production Start Date.
2. **Completion Date.** The estimated Completion Date is approximately One Hundred Eighty (180) calendar days after the Production Start Date for boats under 30'. The estimated Completion Date is approximately Two Hundred Seventy (270) calendar days after the Production Start Date for boats greater than 30'. Any Deposit received more than 5 business days after the Parties sign this Agreement may change the Production Start Date (as defined in section 1 of this Agreement) and the Date of Completion. North River will provide Buyer written confirmation of the Estimated Completion Date.
3. **Vessel Documentation.** North River will issue a Manufacturer's Statement of Origin and Bill of Sale (including all serial numbers for the Vessel and any trailer purchased with the Vessel) only after North River has received the Final Payment and any other amounts owed as of the date of the documentation.
4. **BUYER-Supplied Equipment.** North River reserves the right to accept or reject any BUYER-supplied equipment. If North River accepts BUYER-supplied equipment, the BUYER must deliver all such equipment to North River prior to the Production Start Date. If it is necessary to delay production of the Vessel because BUYER-supplied equipment is missing or incorrect, the BUYER will be charged \$250.00 per day until the proper equipment is delivered to North River. BUYER supplied equipment will be installed on a time and materials basis, rather than as a part of the purchase price quoted on the contract, including any additional items North River deems necessary to complete the installation. All BUYER supplied equipment must be new, in the box and of current model year. North River will not accept any previously used BUYER-supplied equipment. North River does not warranty any BUYER supplied equipment.
- 5a. **Change Orders.** Any changes to this Agreement made after the Agreement Date is a Change Order. A Change Order shall not be effective unless made in writing and accepted by North River. North River must have received and approved all Change Order requests no less than two (2) weeks before the estimated Production Start Date. North River has the right to reject any Change Order request made after the two (2) week deadline before production, because such late Change Order may result in disruption of North River's production schedule for both the Vessel and other craft in the production process. The cost of any Change Order approved by North River shall increase the Purchase Price. Change orders in excess of \$10,000.00 are due and payable at the time the change order is approved. Change orders less than \$10,000.00 shall be due on the Completion Date. Any Change Order approved by North River may change the estimated Date of Completion; North River shall provide Buyer a revised estimated Completion Date at the time North River approves a Change Order.

5b. **Late Stage Change Orders.** Late stage change orders create an adverse production effect, resulting in delayed delivery times and loss of efficiency, as well as increased costs. In the event that North River accepts a change order after the vessel has started production, BUYER agrees to the following: North River will invoice BUYER a flat \$500.00 Change Order fee for each Change Order request received. North River will invoice BUYER twice the option's MSRP value for the requested change. If change request is not found within NRB Sales Book, NRB will determine the value and notify BUYER via email. If a Late Stage Change Order exceeds \$10,000.00, Change Order is due and payable upon approval of Change Order.

6. **Sea Trials:** After the completion of the construction of the boat, but before delivery, North River will conduct sea trials on the vessel to confirm that it is operating as intended. Buyer shall be entitled to have representatives present for the sea trial. Upon the request of Buyer, North River shall allow representatives operate the vessel for the purpose of familiarizing themselves with the controls of the boat. North River reserves the right to prevent anyone from operating the vessel for any reason. Any representative that operates the vessel shall execute a copy of this paragraph confirming that they have the appropriate licenses/certificates to operate the vessel. Any representative likewise acknowledges that the operation of the boat carries risks to the boat, themselves and others, and agrees that the representative will be responsible for any accident caused by the representative. Likewise, Buyer shall be legally responsible for any damages caused by the representative and shall pay any additional costs made necessary because of the representative

7. **BUYER's Duty to Inspect and Notify.** The BUYER shall inspect the Vessel delivered immediately after receiving the Vessel or upon picking up the Vessel from the Roseburg, OR factory. The BUYER shall notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel. Failure to inspect the Vessel or notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel shall constitute acceptance of the Vessel.

8. **Storage Fees.** Storage Fees shall be applied beginning seven (7) days after completion of Vessel using the following schedule: 1st month - \$200 / 2nd month - \$400 / 3rd and later months - \$600

9. **Risk of Loss.** Delivery of the Vessel shall be F.O.B. at North River's factory address in Roseburg, OR (as stated in the ship to column of this contract). BUYER bears all risk of loss of the Vessel after delivery to BUYER, BUYER's carrier, or North River's carrier at North River's address. North River shall obtain a copy of the carrier's insurance binder before shipment commences.

10. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF North River'S LIMITED WARRANTY ATTACHED TO THIS AGREEMENT AND INCORPORATED BY THIS REFERENCE, North River MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, EITHER ORALLY OR BY WRITTEN AGREEMENT, TO THE BUYER, AND PARTICULARLY NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

11. **Limitation of Remedies.** IN NO CASE SHALL North River BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising from the purchase and use of the Vessel for claims of breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Vessel or any related equipment, cost of capital, cost of any substitute goods or equipment, facilities or services, down time, claims of third parties including BUYER's customers, and injury to persons or property.

12. **Entire Agreement.** This, along with the Proposal/Contract into which these Additional Terms and Conditions are incorporated, is the entire Agreement of the Parties with respect to the Vessel and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both Parties. No North River employee, officer, director, or any other entity is authorized to make any warranty, representations, or other claims that are not contained in this Agreement.

13. **Oregon Law Governs.** This Agreement shall be construed according to the laws of the State of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue will be in the Federal or State courts in Douglas County, Oregon and each of the parties consents to the jurisdiction of such court (and if appropriate of the appropriate appellate court).

14. **Arbitration:** Except as otherwise specifically set forth herein or agreed to in writing by the Parties, any action, whether sounding in contract, tort or otherwise ("Dispute" or Disputes"), shall be resolved by arbitration as set forth below and shall include all Disputes arising out of or in connection with (i) this Agreement or any related agreements or instruments, (ii) all past, present and future agreements involving the parties, (iii) any transaction completed hereby, and all past and future transactions involving the parties, (iv) any aspect of the past, present or future relationships of the parties. Such disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of Arbitration Service of Portland, Oregon. In the event of any inconsistency between such Rules and these arbitration provisions, these provisions shall supercede such Rules. Every decision rendered by arbitration shall be made in accordance with the applicable substantive law. The Parties hereby agree that the all costs of arbitration and any related costs for consultants or other third parties will be paid to the prevailing party by the losing party.

15. **Trade Tariff Adjustment:** In the event that any applicable trade tariffs, import duties, or taxes are imposed, increased, or modified during the term of this contract, resulting in higher costs for materials, components, or goods used in the manufacture of the products specified herein, North River Boats reserves the right to adjust the purchase price accordingly. Such adjustments will be made in proportion to the increased costs directly attributable to the tariff or duty changes. The Buyer will be notified in writing of any such price adjustments, and these adjustments will take effect immediately upon notification



NW Bend Boats, LLC - dba North River Boats
1750 Green Siding Rd. Roseburg, Oregon 97471
www.northriverboats.com

SBA - HubZone Certified

North River Sourcewell contract # 092525-NRB

CONTRACT / PO NUMBER

North River Invoice #

Quote Date:

Revision Date:

Sales Person:

JOB #

Est. Start:

Est. Finish:

NRB XXXXX XXX

5/18/2026

Jordan Allen

BUYER: Clackamas Co. Sheriff
9101 SE Sunnbrook Blvd.
Clackamas, OR 97015
Clackamas / Sourcewell Acct. # 31693

SHIP TO: FOB Roseburg, OR

Phone: 503-785-5000 Main POC: Nate Thompson

Mobile: Email: nathantho@clackamas.us

Terms: See Payment Terms section below. If no payment terms noted, invoices due on receipt. Full payment required prior to shipping release.

All returned checks are subject to \$35.00 NSF fee or 1% of the total sale, whichever is greater

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Vessel to be built to USCG and ABYC Standards unless otherwise noted				Serial Number	Unit Cost	Total
BOAT MODEL						
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	CENTER LENGTH:	21' 6"				
	DEADRISE:	12 degree				
	CHINE BEAM:					
	BEAM:	8' 2"				
	SIDE HEIGHT	33"				
	FUEL CAPACITY:	65 gallons				
	2 year limited Government / Commercial hull warranty for this contract.					
TRAILER						
TRAILER	2028	Versatile Trailers - Tandem Axle Aluminum Trailer (BT624, 7500# carry capacity) Surge disc brakes on both axles, slick material on bunks, LED light package, heavy duty winch stand, chine load guides.				
TRAILER OPTIONS						
	Spare Tire w/ Carrier, installed at bow of trailer.					
ENGINES						
MOTOR		Kodiak 6.2L (400hp)		TBA		
MOTOR				TBA		
MOTOR		Hamilton 214		TBA		
ENGINE OPTIONS						
	Main Engine: Kem Equipment / Kodiak 6.2L chevy engine (400hp), direct injected, closed loop cooling, heat exchanger.					
	Engine / Instrument panel - includes tach, oil pressure, water temperature, volt meter, and hour meter. Audio / visual oil pressure and water temp warning alarms.					
	Shift / Throttle - Single lever, dash mounted control					
	Engine Cover / "Dog House" (aft opening) w/ vinyl covered work surface topside.					
	Jet: Hamilton 214 jet with turbo impeller (Trimable nozzle option available)					
	Stomp grate for Hamilton 214					
	Sand Trap for Kodiak engine					
	Dash mounted, single lever shift / throttle control					
	Heater / Defroster - Engine driven w/ 2-defroster outlets and 2-bulkhead heater outlets. Control panel is located on dash.					
	Engine Compartment, Bilge blower - switched (and labeled) at dash.					
12:39 PM STEERING AND FUEL SYSTEMS						
	Fuel Filter / fuel separator: integrated into Kodiak engine					
	Steering: Rack and Pinion "Flotech" steering for Hamilton 214					

	Stainless Steering wheel (Schmitt vision elite 13.5")		
	65 gallon aluminum fuel tank w/ single fill, EPA Compliant Fill and Vent, (1) pick-up and vent through transom. Aluminum fuel tank is Centered over keel and isolated from hull and grounded. (sending unit and vent PYHI inspection hatches through deck as per ABYC recommendations.		
	Stainless fuel vents through transom		
	FUEL FILL: Stainless fuel fill / deck fill		
WELDED FEATURES			
	Swim Platform / Jet Pump protector (smooth aluminum w/ non-skid)		
	Bottom plate: (.250") 1/4" aluminum thickness		
	Aluminum floors with floor grip / Non-Skid		
	Welded .190 doubler plate on bow		
	Cleats: (Qty. 7) 10" cast aluminum welded cleats		
	Welded transom eyes - (Qty. 2) welded aluminum; Upper port & starboard transom corners.		
	Welded transducer brackets (Transom Port and Starboard sides) aluminum "stand-off" brackets to install transducers, pitot tubes etc...		
	Dive / Boarding Ladder - (2-step / welded aluminum pipe) hinged, removable dive / boarding ladder, located on the swim deck (STARBOARD SIDE)		
	AFT Tow Bitt: fixed, 3" Schedule 80, tow bitt w/ single, cross pin and welded aluminum cap		
	STERN STORAGE: Rear cowling storage boxes w/ (Qty. 2) top-side access lids (aluminum lids)		
CABIN / CONSOLE			
	Custom Cabin - Welded Aluminum top frame, (aluminum) skinned top with canvas fly at helm, (fixed / glass) sliding side windows Port & Starboard sides. Center, walk through windshield to access recessed bow area.		
	Bulkhead doors - under bow / storage access (powder coated)		
	Welded aluminum grab rail located over glove box opening (3/4" sched. 40)		
	locking glove / storage box on port side dash.		
UPHOLSTERY AND CANVAS			
	Operator Seat - Mariner Suspension seat w/ heavy duty swivel base.		
	Passenger Seat - Mariner Suspension seat w/ heavy duty swivel base.		
	Aft Seating - Storage bench seats w/ cushioned lids and bolt-on backrests (Port & Starboard sides)		
	Canvas "eye-brows" over passenger and operator seats (3 panels; one zip to open panel center, 1-port, 1-starboard) to allow sit / stand vessel operation and ease of access to forward bow area.		
	Canvas backdrop w/ roll-up center door and (Qty. 3) Eisenglass windows.		
	Back-drop storage bag - Canvas to store backdrop curtain when not in use.		
OUTFITTING - RIGGING			
	Heavy Duty Bow Eye - Stainless		

	Sacrificial anode - Zinc (or aluminum) anode bolted to bracket at transom. Size tbd.				
	Rod / Boat hook storage in lower / aft sides (3 per side)				
	Cup holders (Qty. 4) locations TBA				
	Fire Extinguisher (installed) Kidde Pro 5lb ABC fire extinguisher installed per customer designated location				
OUTFITTING - ELECTRICAL					
	USCG approved Navigation / Lighting package (Hella NAVI LED, 2nm Lights)				
	Horn: Flushmounted horn w/ momentary switch (labeled) at dash panel				
	Windshield Wipers (Qty. 2) 12v, self-parking wipers w/ Switch on Dash				
	Batteries: (Qty. 2) Dry cell batteries w/ selector switch. On/Off/Combine				
	Bilge Pumps: (Qty. 2) 2000 gph pumps w/ auto float switches. Rule 43 switches				
	Fuse Block, dedicated at helm for future electronics installation				
	12v power points - (Qty. 2) (1-port side dash bulkhead, 1-starboard side dash bulkhead)				
	USB outlets - (Qty. 2) (1-port side dash bulkhead, 1-starboard side dash bulkhead)				
OTHER - SEAKEEPER / GENERATOR / FENDER / THRUSTER					
ELECTRONICS & NAVIGATION SYSTEMS					
Qty	Description:	PN:	Unit Price	Extended Price	
	Whelen WPA3BM Siren control panel with 100w speaker and WPA112 amplifier. (Installed at main helm)				
	Strobe lights (Qty. 2) Whelen LINV2B, blue strobe lights. (2-installed / flushmounted in transom facing aft, 1-port, 1-starboard)				
	Chart Plotter; Garmin ECHOMAP Ultra 2, 106sv: Display to be installed near helm. Includes GT56UHD-TM transducer, NMEA2000 starter kit and remote GPS antenna.				
	Onboard battery charger: Guest 10A / 12V DC, 2-bank charger w/ Hubbel plug-in Inlet. (Not for dockside power use)				
	Install customer supplied Law Enforcement radio with antenna				
	Install customer supplied FireCom wireless system.				
PAINT					
	Interior:	Graystone Zolatone w/ Clear			
	Exterior top:	Graystone Zolatone w/ Clear			
	Exterior top side:	NO SIDE PAINT			
	Exterior bottom side:	NO SIDE PAINT			
	Cabin exterior:	N / A			
	Cabin interior:	N / A			
	Cuddy:	N / A			
	Non-skid surfaces:	Graystone zolatone w/ Clear			
	Pin stripe:				
	Canvas:	Charcoal			

OTHER (SPARES, TESTING, CERTIFICATIONS, DRAWINGS, DELIVERY)			
	Transom tie-down straps for trailering		
	Quotations are valid 60 days		
State and Local taxes not included in this quote			
Due to long production lead times and global market volatility, the proposed selling price is valid for sixty (60) days and is based on costs of materials and components in effect as of the date of this sales quote/sales order. North River reserves the right in its sole discretion to increase the quoted price if tariffs, import duties, epidemics or related impacts or market conditions result in substantial cost increases to North River or to sub-contractors of North River. This may include shipping, surcharges, unforeseen general price increases, product model year price adjustments, etc. Such increases shall be added to the contract price via change order and notified to customer in writing once price impacts are fully known.			
		Boat and Options Sub Total	\$ 183,169.96
		Discount	\$ (45,792.49)
		Boat and Options Total	\$ 137,377.47
Customer Signature X		Engine Sub Total	\$ -
		Discount	\$ -
Salesman Signature X		Engine Total	\$ -
		Freight	
		Tariff	\$ 2,747.55
		Sales Tax	
Please Remit To: North River Boats 1750 Green Siding Rd. Roseburg, OR 97471		Total	\$ 140,125.02
		Deposit	
		(USD) Balance Due	\$ 140,125.02

All prices are in U.S. Dollars

Delivery Arrangements:

Unless otherwise noted above, delivery is FOB Roseburg, OR USA. North River may assist Buyer with shipping arrangements, including ground and ocean barge transportation for an additional fee. All shipping arrangements must be made prior to completion of vessel.

In the below contract North River Boats is referred to as North River.

Payment Terms: (Insert payment terms other than Standard below)

Payment Terms - Standard:

The total Purchase Price shown above includes all applicable discounts, and other applicable charges. Unless otherwise noted, State and Local taxes are the responsibility of Buyer. However, the Purchase Price does NOT include any Storage Fees (section 7 of this Agreement) or Change Order charges (section 5 of this Agreement) incurred after the Agreement Date. BUYER shall pay the Purchase Price and all such other amounts owed to North River as follows: Checks payable to North River Boats or Money wire transfer into North River Boats account. All payments must be received prior to shipping.

- 15% Holding Deposit Due on Agreement.
- 30% Progress Payment Due upon approval of complete General Arrangement drawings
- 30% Progress Payment Due upon notification that fabrication has been completed.

Change Orders. Change work orders exceeding \$10,000.00 must be paid at the time change order is approved by Buyer. All other change orders will be invoiced at final.

Final Payment. The balance of the Purchase Price plus the amount of all unpaid Change Order charges (as described in section 5a & 5b of this Agreement) is due upon notification of Completion of the Vessel.

Payment Schedule Summary. Payments are as per schedule below:

DESCRIPTION	DATE	DATE:	PURPOSE	\$\$
Date of Agreement 15%			Deposit	\$ 21,018.75
30% Progress Payment - Drawings			Progress	\$ 42,037.51
30% Progress Payment - Fab Complete			Progress	\$ 42,037.51
Change Orders - Exceeding \$10K			Change Order	
Upon notification of completion			Final Payment	\$ 35,031.25
TOTAL				\$ 140,125.02

Production will be undertaken in Roseburg. OR USA at the North River plant.

Production delay due to non-payment. All payments must be made on a timely basis as per Payment Terms listed above. This is imperative for North River to maintain a consistent production schedule. Payments not received within 14 days of invoice date will be considered late. North River will notify BUYER in writing that production will be suspended if payment(s) are not made current within 7 days. North River will suspend production until payments are reinstated and North River is satisfied that remaining payments can be made on time for the remainder of the build. If production has been suspended due to non-payment status, and payment status has been reinstated, North River will provide BUYER with a revised production schedule based on delays caused by BUYER's deficient payment status. It is North River's sole discretion as to when the production will resume based on the current production schedule. It is costly to disrupt production flow and therefore a \$5,000.00 production suspension penalty will be imposed and due payable prior to production resuming.

Additional Payments. Any additional Shipping Fees, Storage Fees (as discussed in section 7), Change Order charges, time and materials charges related to BUYER-supplied equipment (as discussed in section 4), or other costs incurred after Final Payment is due upon invoice by North River or upon delivery of the Vessel, whichever first occurs.

BUYER shall not remit payments by U.S. mail, but will remit all payments on or before the date due by wire transfer (preferred) or check delivered:

☐ Through Buyer paid FedEx® or UPS shipping packet. Buyer will provide tracking number when payment is made

☐ By wiring the payments to a North River bank account; (North River to provide necessary information)

☐ In person at North River's office / Location: 1750 Green Siding Road, Roseburg OR USA

Credit Cards. North River limits the use of credit cards to a maximum of \$5,000.00 total per contract. In the event that a credit card purchase is required by BUYER, North River will charge a 3% credit card processing fee on any amount exceeding \$5,000.00 USD total per contract accrued. The credit card processing fee will be added to the invoice and charged at the time the card is processed.

BY SIGNING BELOW, THE PARTIES AGREE TO AND ACCEPT ALL OF THE TERMS, CONDITIONS AND SCHEDULES CONTAINED IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

BUYER:
BUYER
Signature

DATE:

ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT

1. **Estimated Production Start Date.** North River will not compute and issue the estimated Production Start Date until North River receives the Deposit and/or fully executed government contract. After North River receives the Deposit and/or fully executed government contract, North River will provide BUYER written confirmation of the estimated Production Start Date.
2. **Completion Date.** The estimated Completion Date is approximately One Hundred Eighty (180) calendar days after the Production Start Date for boats under 30'. The estimated Completion Date is approximately Two Hundred Seventy (270) calendar days after the Production Start Date for boats greater than 30'. Any Deposit received more than 5 business days after the Parties sign this Agreement may change the Production Start Date (as defined in section 1 of this Agreement) and the Date of Completion. North River will provide Buyer written confirmation of the Estimated Completion Date.
3. **Vessel Documentation.** North River will issue a Manufacturer's Statement of Origin and Bill of Sale (including all serial numbers for the Vessel and any trailer purchased with the Vessel) only after North River has received the Final Payment and any other amounts owed as of the date of the documentation.
4. **BUYER-Supplied Equipment.** North River reserves the right to accept or reject any BUYER-supplied equipment. If North River accepts BUYER-supplied equipment, the BUYER must deliver all such equipment to North River prior to the Production Start Date. If it is necessary to delay production of the Vessel because BUYER-supplied equipment is missing or incorrect, the BUYER will be charged \$250.00 per day until the proper equipment is delivered to North River. BUYER supplied equipment will be installed on a time and materials basis, rather than as a part of the purchase price quoted on the contract, including any additional items North River deems necessary to complete the installation. All BUYER supplied equipment must be new, in the box and of current model year. North River will not accept any previously used BUYER-supplied equipment. North River does not warranty any BUYER supplied equipment.
- 5a. **Change Orders.** Any changes to this Agreement made after the Agreement Date is a Change Order. A Change Order shall not be effective unless made in writing and accepted by North River. North River must have received and approved all Change Order requests no less than two (2) weeks before the estimated Production Start Date. North River has the right to reject any Change Order request made after the two (2) week deadline before production, because such late Change Order may result in disruption of North River's production schedule for both the Vessel and other craft in the production process. The cost of any Change Order approved by North River shall increase the Purchase Price. Change orders in excess of \$10,000.00 are due and payable at the time the change order is approved. Change orders less than \$10,000.00 shall be due on the Completion Date. Any Change Order approved by North River may change the estimated Date of Completion; North River shall provide Buyer a revised estimated Completion Date at the time North River approves a Change Order.

5b. **Late Stage Change Orders.** Late stage change orders create an adverse production effect, resulting in delayed delivery times and loss of efficiency, as well as increased costs. In the event that North River accepts a change order after the vessel has started production, BUYER agrees to the following: North River will invoice BUYER a flat \$500.00 Change Order fee for each Change Order request received. North River will invoice BUYER twice the option's MSRP value for the requested change. If change request is not found within NRB Sales Book, NRB will determine the value and notify BUYER via email. If a Late Stage Change Order exceeds \$10,000.00, Change Order is due and payable upon approval of Change Order.

6. **Sea Trials:** After the completion of the construction of the boat, but before delivery, North River will conduct sea trials on the vessel to confirm that it is operating as intended. Buyer shall be entitled to have representatives present for the sea trial. Upon the request of Buyer, North River shall allow representatives operate the vessel for the purpose of familiarizing themselves with the controls of the boat. North River reserves the right to prevent anyone from operating the vessel for any reason. Any representative that operates the vessel shall execute a copy of this paragraph confirming that they have the appropriate licenses/certificates to operate the vessel. Any representative likewise acknowledges that the operation of the boat carries risks to the boat, themselves and others, and agrees that the representative will be responsible for any accident caused by the representative. Likewise, Buyer shall be legally responsible for any damages caused by the representative and shall pay any additional costs made necessary because of the representative

7. **BUYER's Duty to Inspect and Notify.** The BUYER shall inspect the Vessel delivered immediately after receiving the Vessel or upon picking up the Vessel from the Roseburg, OR factory. The BUYER shall notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel. Failure to inspect the Vessel or notify North River in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel shall constitute acceptance of the Vessel.

8. **Storage Fees.** Storage Fees shall be applied beginning seven (7) days after completion of Vessel using the following schedule: 1st month - \$200 / 2nd month - \$400 / 3rd and later months - \$600

9. **Risk of Loss.** Delivery of the Vessel shall be F.O.B. at North River's factory address in Roseburg, OR (as stated in the ship to column of this contract). BUYER bears all risk of loss of the Vessel after delivery to BUYER, BUYER's carrier, or North River's carrier at North River's address. North River shall obtain a copy of the carrier's insurance binder before shipment commences.

10. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF North River'S LIMITED WARRANTY ATTACHED TO THIS AGREEMENT AND INCORPORATED BY THIS REFERENCE, North River MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, EITHER ORALLY OR BY WRITTEN AGREEMENT, TO THE BUYER, AND PARTICULARLY NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

11. **Limitation of Remedies.** IN NO CASE SHALL North River BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising from the purchase and use of the Vessel for claims of breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Vessel or any related equipment, cost of capital, cost of any substitute goods or equipment, facilities or services, down time, claims of third parties including BUYER's customers, and injury to persons or property.

12. **Entire Agreement.** This, along with the Proposal/Contract into which these Additional Terms and Conditions are incorporated, is the entire Agreement of the Parties with respect to the Vessel and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both Parties. No North River employee, officer, director, or any other entity is authorized to make any warranty, representations, or other claims that are not contained in this Agreement.

13. **Oregon Law Governs.** This Agreement shall be construed according to the laws of the State of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue will be in the Federal or State courts in Douglas County, Oregon and each of the parties consents to the jurisdiction of such court (and if appropriate of the appropriate appellate court).

14. **Arbitration:** Except as otherwise specifically set forth herein or agreed to in writing by the Parties, any action, whether sounding in contract, tort or otherwise ("Dispute" or Disputes"), shall be resolved by arbitration as set forth below and shall include all Disputes arising out of or in connection with (i) this Agreement or any related agreements or instruments, (ii) all past, present and future agreements involving the parties, (iii) any transaction completed hereby, and all past and future transactions involving the parties, (iv) any aspect of the past, present or future relationships of the parties. Such disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of Arbitration Service of Portland, Oregon. In the event of any inconsistency between such Rules and these arbitration provisions, these provisions shall supercede such Rules. Every decision rendered by arbitration shall be made in accordance with the applicable substantive law. The Parties hereby agree that the all costs of arbitration and any related costs for consultants or other third parties will be paid to the prevailing party by the losing party.

15. **Trade Tariff Adjustment:** In the event that any applicable trade tariffs, import duties, or taxes are imposed, increased, or modified during the term of this contract, resulting in higher costs for materials, components, or goods used in the manufacture of the products specified herein, North River Boats reserves the right to adjust the purchase price accordingly. Such adjustments will be made in proportion to the increased costs directly attributable to the tariff or duty changes. The Buyer will be notified in writing of any such price adjustments, and these adjustments will take effect immediately upon notification