



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, June 21, 2022

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)

2. Consent Agenda
 - a. Approve Minutes from the June 7, 2022 Regular Session and Budget Hearing (*Patty Rosas, Page 3*)
 - b. Approve Through the Fence Agreement with Russel Read and Judith Frey at the Airport (*Greg Hagbery, Page 7*)
 - c. Approve Amendment No. 2 to Task Order 10 with HDR Engineering for On-Call Engineering Services for the Bridge (*Michael McElwee, Page 15*)
 - d. Approve Amendment No.1 to Lease with Wolf Ceramics in the Big 7 Building (*Greg Hagbery, Page 19*)
 - e. Approve Lease with Ferment Brewing in the Jensen Building (*Greg Hagbery, Page 23*)
 - f. Approve Maintenance Agreement Extension Contract Term with Kapsch TrafficCom USA, Inc. Not to Exceed \$49,139 (*Fred Kowell, Page 39*)
 - g. Approve Amendment to Task Order 1 with P-Square LLC for Electronic Tolling Systems Support and Maintenance Not to Exceed \$172,780 (*Fred Kowell, Page 47*)
 - h. Approve Maintenance Assistance IGA No. 2123-057 with OSMB for Marina Boat Launch Parking Lot (*Genevieve Scholl, Page 55*)
 - i. Approve Grant Agreement with State of Oregon for E. Anchor Way Project in the Amount of \$500,000 (*Michael McElwee, Page 81*)
 - j. Approve Accounts Payable to Jaques Sharp in the Amount of \$19,810 (*Jana Scoggins, Page 97*)

3. Informational Reports
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 101*)

4. Presentations & Discussion Items (*None*)

5. Executive Director Report (*Michael McElwee, Page 107*)

6. Commissioner, Committee Reports
 - a. Airport Advisory Committee (Gehring)
 - b. Bi-State Working Group (Fox, Chapman)
 - c. Marina Committee (Sheppard)
 - d. Urban Renewal Agency (Chapman, Gehring)

7. Action Items

- a. Approve Resolution 2021-22-7 Authorizing the Budget Transfer for the FY 2021-22 Budget (*Fred Kowell, Page 141*)
- b. Approve Resolution 2021-22-8 Adopting the FY 2022-23 Budget (*Fred Kowell, Page 147*)
- c. Approve Contracts with Boswell Consulting, Thorn Run Partners, and Summit Strategies for State and Federal Lobbying Services (*Kevin Greenwood, Page 151*)
- d. Approve Contract with Michael S. McElwee for project management services not to exceed \$49,920. (*Ben Sheppard, Page 165*)

8. Commission Call

9. Confirmation of Commission Directives to Staff

10. Executive Session under ORS 192.660(2)(e) real estate negotiations; ORS 192.335(9)(a) to consider the employment of an officer, employee, or staff member.

11. Possible Action

12. Adjourn

If you have a disability that requires any special materials, services, or assistance, please contact us at 541,386,1645 so we may arrange for appropriate accommodations.

*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

5:00 p.m.
Regular Session

PRESENT: Commissioners: Ben Sheppard, Kristi Chapman (arrived at 5:05 p.m.) Mike Fox, Hoby Streich, and Heather Gehring (left at 6:16 p.m.). Legal Counsel: Anna Cavaleri, Joyce Brake. From Staff: Michael McElwee, Kevin Greenwood, Greg Hagbery, Daryl Stafford, Genevieve Scholl, John Mann, and Patty Rosas. Guests: Scott Webster (arrived at 5:30 p.m.).

ABSENT: Jerry Jaques

MEDIA: Noah Noteboom (via Zoom)

1. CALL TO ORDER: President Ben Sheppard called the meeting to order at 5:01 p.m.

a. Modifications or additions to the agenda:

1) Defer Consent Agenda item: 2(c)

b. Open Public Hearing on Approved Budget for Fiscal Year 2022-2023. President Ben Sheppard opened the public hearing on the approved budget.

c. Public Comment: Genevieve Scholl commented that there is additional written public comment regarding the bridge closures that she will email to the Commissioners.

2. CONSENT AGENDA:

a. Approve Minutes from May 17, 2022 Regular Session

b. Approve Amendment No. 3 to Contract with Fred Kowell for Financial Services

~~c. Approve Through the Fence Agreement with Russel Read at the Airport~~

d. Approve Addendum No. 2 to Lease with Real Carbon in the Big 7 Building

Motion: Approve consent agenda

Move: Mike Fox

Second: Hoby Streich

Discussion: None

Vote: Unanimous

MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATION & DISCUSSION ITEMS: None

5. EXECUTIVE DIRECTOR REPORT:

a. Administration: Michael McElwee reported that the solicitation period for the Chief Financial Officer position is now closed. There were six applicants. Erick Jensen of Jensen Strategies will do screening and interviews and provide a short finalist list. McElwee will then conduct in-person interviews followed by staff interviews and then approval of a final recommendation to the Commission by the Personnel Committee, Commissioners Sheppard and Chapman. McElwee will be attending the Pacific Northwest Waterways Association Summer Conference (PNWA) in Spokane next week. Commissioner Fox asked who would be attending the PNWA conferences once McElwee has retired. McElwee replied that in the past a Board member would attend the conference with a staff member and added that Commissioners should decide who would continue to attend the PNWA conferences. Fox asked for McElwee's perception of the value to

the Port in participating in the organization. McElwee highlighted the organization's convening of all Pacific Northwest Ports and important shipping companies, access to federal agencies and congressional representatives on a regular basis, two annual meetings in the region and the annual Mission to DC.

- b. **Development/Property:** McElwee will be giving a presentation to the Urban Renewal Advisory Committee (URAC) in June and to the Hood River Urban Renewal Agency Board in July. The \$2.9 million EDA grant application was unsuccessful. With this outcome the construction of N. 1st Street is not possible without URAC funding.
- c. **Bridge/Transportation:** New signage stating the lower speed limit on the bridge has been installed. The Bridge Approach Rehabilitation Project has been rescheduled for June 24, 25, ,26 due to the weather forecast of rain this weekend. Commissioner Fox commented that based on the public feedback regarding the bridge closure there should be a checklist in place for scheduling closures and large projects. The purpose of the checklist is to verify that future bridge closures do not interfere with other major events in the community or other bridge closures. Commissioner Fox asked if the lateral bracing would be included in the Bridge Approach Rehabilitation Project. John Mann responded that he has not received the plans from the engineering firm for the lateral bracing and it would not therefore take place during the closure.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. **Airport Advisory Committee** – Commissioner Gehring provided a draft “Plan to Revive the Hood River Airport” to the Commission for review. Consensus was for staff and Commissioners to provide feedback on the draft and possibly schedule a work session based on the feedback.
- b. **Bi-State Working Group (BSWG)** – Commissioner Fox reported that negotiations with HNTB Corporation are underway. Next negotiation meeting is scheduled for June 15. They are working towards making the Award and then proceeding with the contract. Commissioner Fox noted that the BSWG is preparing for their advocacy trip to Washington D.C. in July. Kevin Greenwood commented that Sen. King had reached out to him for an update on NEPA and the tribes. Sen. King said that he would reach out to the tribes on behalf of the bridge project. Sen. King also said that he would like to see additional funding for the project in the next session.

7. CLOSE PUBLIC HEARING ON APPROVED BUDGET FOR FISCAL YEAR 2022-23: President Ben Sheppard closed the Budget Hearing at 5:31 p.m. No comment received.

8. ACTION ITEMS:

- a. **Approve Contract with Wiss, Janey, Elstner Associates, Inc. for Bridge Wire Ropes Inspection.** John Mann noted that the wire ropes are due for another inspection and added that the wire cables would not be available till November of 2022.

Motion: Approve Contract with Wiss, Janney, Elstner, Associates, Inc. for bridge wire ropes inspection services not to exceed \$30,602.

Move: Heather Gehring

Second: Kristi Chapman

Discussion: None

Vote: Unanimous

MOTION CARRIED

- b. **Authorize Selection of Interim Executive Director.**

Motion: Designate Genevieve Scholl to serve as Interim Executive Director from July 9, 2022, until hiring of a new Executive Director, under terms of an employment contract to be negotiated.
Move: Mike Fox
Second: Hoby Streich
Discussion: None
Vote: Unanimous
MOTION CARRIED

9. COMMISSION CALL: None

10. CONFIRMATION OF COMMISSION DIRECTIVES TO STAFF:

a. Staff will create a checklist for future bridge closures.

11. EXECUTIVE SESSION: President Ben Sheppard recessed Regular Session at 5:40 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations; ORS 192.335 (9)(a) to consider the employment of an officer, employee, or staff member; and 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

12. POSSIBLE ACTION: None

13. ADJOURN:

Motion: Adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 6:48 p.m.

Respectfully submitted,

Patty Rosas

ATTEST:

Mike Fox, Secretary

Ben Sheppard, President (In absence of Secretary)

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Commission Memo



Prepared by: Greg Hagbery
Date: June 21, 2022
Re: Through the Fence Agreement - Airport

Attached is a Through the Fence Airport Access Agreement with Philip Read and Judith Oriole Frey for their property located at 1658 Orchard Road. This residence had a previous Through the Fence Agreement that is set to expire. The Agreement defines allowed use of access and costs. The Agreement has a five-year renewal term, just as previous agreements, and includes an option to terminate without cause.

If approved, staff will execute the Agreement once payment and insurance requirements are verified.

RECOMMENDATION: Approve Through the Fence Airport Access Agreement with Philip Read and Judith Oriole Frey for the property located at 1658 Orchard Road in Hood River.

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Residential Through the Fence Agreement

This Airport Access Agreement (“Agreement”) is made and entered into this the ____ day of _____, 2022, by and between the PORT OF HOOD RIVER, a State of Oregon special district (“Owner” or “Port”), and Russel Philip Read and Judith Oriole Frey, an individual (“User”), who owns property located at:

*1658 Orchard Road
Hood River, OR 97031 (“Property”)*

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, Port is the owner and operator of the Ken Jernstedt Airfield, located in the County of Hood River, State of Oregon (“Airport”), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of ORS 777.210 (6) and ORS 777.258, among other federal, state, and local laws, rules and regulations; and

WHEREAS, User owns real property immediately adjacent to the physical property of the Airport; and

WHEREAS, User seeks the right to taxi aircraft from User’s Property “through-the-fence” to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors to enter into residential through-the-fence agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this Agreement;

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Legal description and tax lot number of property with right of access:
02N10E11A-lot 1300.

ARTICLE II – TERM OF AGREEMENT

The term of this Agreement shall commence on the date of this Agreement entered above, and shall continue through and including May 31, 2027. The Port may choose to extend this Agreement or enter into a similar agreement prior to the Agreement expiration date, in the Port’s sole discretion. This Agreement is non-transferable. This Agreement does not run with the User’s land. Any change of ownership of the Property with right of access will void this Agreement.

ARTICLE III – PROHIBITIONS

1. No Commercial Aeronautical Uses: User shall not engage in, nor permit any other person or entity to engage in, any temporary or permanent commercial aeronautical activity on User's Property. This prohibition includes but is not limited to any activity or service for compensation, exchange, trading, buying, selling or hire or any other revenue production activity whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.
2. Sale of Aviation Fuels Prohibited: User shall not sell, nor permit any other person or entity to sell aviation fuels on User's Property.
3. Prohibitions and Restrictions on Access: User is specifically prohibited from granting or selling any access to/egress from the Airport through User's Property to any other parties. This restriction also includes User taking reasonable precautions acceptable to Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

ARTICLE IV – ACCESS REQUIREMENTS

User agrees to:

1. Possess a current pilot license during the term of this Agreement, a copy of which must be provided to the Port at the outset of this Agreement and when requested.
2. User's aircraft must have a valid FAA "N" number. That number must be provided to the Port at the outset of this Agreement and when requested.
 - a. N726TB Socata TB21
 - b. N278SE
3. User shall provide the Port with a Certificate of Insurance for Airport Premises Liability with the following coverage provided: minimum limits of \$1,000,000 CSL (combined single limit). The policy shall be issued in the name of User and name the Port of Hood River as Additional Insured, with the right to receive at least 30 days prior written notice of insurance cancellation and notice of renewal. Failure to provide or keep in force such insurance shall be a default and is cause for termination of the Agreement.

ARTICLE V-ACCESS FEE TO OWNER

User agrees to pay an access fee to Owner as described below:

1. Owner's Basis for Access Fee: User's access fee is based on the monthly tie-down rate charged to Airport tenants using the Airport south apron area. User's access fee is subject to annual adjustments by Owner when Airport tie down fees are changed.
2. User's Access Fee: Based upon the current Airport tie down rate User's current access fee payable to Owner is \$35.00/month or \$420.00/year. User's access fee may be paid in advance on the 1st of each month, or in advance annually for the succeeding twelve months, or at the end of the term if less than twelve months remains payable through the remainder of the term. User's access fee will be increased by Owner based on annual fee adjustments made to Airport tie down rates throughout the term of this Agreement. Owner will notify User of increases in User's access fee when Airport tie

down rates change.

3. Payment: All payments required to be made by User under this Agreement shall be made payable to the Port of Hood River, and shall be delivered or mailed to the address below:

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

4. Penalty for Late Payment: Owner will assess a late penalty of \$25 for every day User fails to remit payment after the payment due date described above.

ARTICLE VI - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that User shall construct and install all private-use infrastructure, required and acceptable to Owner, or if in Owner's discretion Owner chooses to construct or install any private use infrastructure for User's access to the Airport, Owner shall notify User and upon Owner's completion of such construction or installation User shall promptly reimburse Owner for all Owner's costs. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed and depicted in an Exhibit to this Agreement, and be coordinated and scheduled by the Port in cooperation with User. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: All construction on Owner's property or User's property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement User shall also be solely responsible for all maintenance of said private-use infrastructure at User's cost and shall at all times maintain it in good repair.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by Owner. These costs are in addition to the access fees described above.

ARTICLE VII – AGREEMENT IS SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances affecting Owner or the Airport, or to any Airport or Owner Federal obligations.

User agrees to abide by Owner's Airport rules and regulations in effect as of the date of this Agreement and as may be adopted or amended from time to time. When entering onto the Airport User will use a radio to confirm current Airport activities, use 360 degree visual observation, and make a radio announcement before entering the Airport area to proceed with flight run-up procedures.

User for himself, his heirs, personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Property or Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 29 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

User for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that User shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ARTICLE VIII - TERMINATION OF AGREEMENT

1. Termination Without Cause: Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Port without cause, at any time after the effective date, during the initial term and during the continuance of this Agreement, if any, upon the Port's delivery to User, written notice of its intention to do so (the "Notice of Termination") at least thirty (30) calendar days prior to the effective date of any such termination (the end of such period from such Notice of Termination being the "Effective Termination Date"). In such event, User shall continue to comply with all terms of the Agreement and to pay to the Port all of the amounts payable to the Port under Article V herein until the Effective Termination Date of this Agreement.
2. Events of Default by User: Owner, at its option, may declare this Agreement terminated in its entirety if User breaches any condition of this Agreement, including upon the happening of any one or more of the following events, and may exercise all rights related to the termination of this Agreement:
 - a. The User access fees described in Article V, or any part thereof, are unpaid for 30 days, or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign User's interest herein without the prior written consent of Owner; or
 - c. If User shall use or permit the use of the User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or

- permit the use thereof in violation of any law, rule or regulation, (including DOT or Airport rules and regulations), to which the User has agreed to conform.
- d. User fails to comply with any term or condition of this Agreement.
3. Notice of Default: If User shall default in the performance of any provision of this Agreement (except the payment of fees), then Owner shall send to User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
- a. If User shall fail to timely cure and remedy such default, Owner shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if User commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
- b. Termination of this Agreement for non-payment of fees to Owner by User shall not become effective until after the expiration of fifteen (15) days after written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

Port of Hood River
 1000 E. Port Marina Drive
 Hood River, OR 97031

Name: _____
 Hood River, OR, 97031

IN WITNESS WHEREOF, the parties have executed this Agreement.

User: Russel P. Read and Judith O. Frey

Owner: Port of Hood River

By: _____
 Russel P. Read

By: _____
 Michael McElwee
 Executive Director

By: _____
 Judith O. Frey

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Commission Memo



Prepared by: Michael McElwee
Date: June 21, 2022
Re: HDR Bridge Contract- Task Order No. 10
Amendment No. 2, For On Call Services

On June 16, 2015, the Commission approved a Master Personal Services Agreement (“Contract”) with HDR Engineering (HDR) for a variety of bridge engineering tasks. On June 27, 2017, the Commission approved Amendment No. 1 to the Contract extending the Agreement through June 30, 2019. On June 18, 2019, the Commission approved Amendment No. 2 extending the Agreement through June 30, 2021.

Each year, a task order is designated for “On-call Services.” This makes HDR’s expertise available to assist staff with miscellaneous and sometimes un-foreseen bridge tasks. Over the past six years, efforts under this task order have included regular updates to the 30-year repair/maintenance model, preparation of the annual work plan and review of ODOT’s biennial bridge inspection reports.

The attached Amendment No. 2 to Task Order No. 10 would serve as the On-Call Services Contract for FY 22/23. Funding for this work is included in the FY 22/23 Approved Budget.

RECOMMENDATION: Approve Amendment No. 2 to Task Order No. 10 to the Master Personal Services Agreement with HDR Engineering, Inc. for on-call engineering services not to exceed \$25,000 plus reasonable reimbursable expenses.

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TASK ORDER 10 – Amendment 2

**SCOPE OF SERVICES
for
ON-CALL ENGINEERING**

June 21, 2022

This Task Order pertains to a **Personal Services Master Service Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and **HDR Engineering, Inc.** (“**Consultant**”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, and Amendment 3 dated on or about June 25, 2021. The Port and Consultant agree to extend the Period of Service and Payments to Consultant as amended below for this Task Order. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 2.0 SCOPE OF SERVICES

Task 1: Technical Services & Professional Advice

- Continue to provide services as described under this task in original Task Order 10

Task 2: Project Management & Administration

- Continue to provide services as described under this task in original Task Order 10

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2023.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of **\$25,000**, increasing the total fees for labor and expenses for this Task Order to **\$65,000**, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

This Task Order is executed this _____ day of _____, 2022.

PORT OF HOOD RIVER
“Port”

BY: _____

NAME: Michael S. McElwee

TITLE: Executive Director

ADDRESS: 1000 E. Port Marina Drive
Hood River, Oregon 97031

HDR ENGINEERING, INC.
“Consultant”

BY: _____

NAME: Tracy Ellwein

TITLE: Vice President
1050 SW 6th Ave

ADDRESS: Suite 1800
Portland, OR 97204

EXHIBIT 'B'
Port of Hood River - TO10 AM#2 On Call
HDR Engineering, Inc. - Fee Estimate (2022-23)

Tasks	Project Resource	Staff	Bill Rate									Labor Hours	Labor Dollars	Telephone/ Printing/ Shipping	Travel/ Mileage/ Equipment Rental	Total Labor & Expenses	
				Principal-in-Charge	Project Manager	Bridge Engineer IV	Bridge Engineer II	Bridge EIT	Cad Technician	Project Admin. Asst	Project Accountant						
1.0 Technical Services & Professional Advice	Bridge Work Plan Updates & Reporting	April Siebenaler	\$287.65														\$1,105
	Review ODOT inspection reports	Mark Libby	\$276.15		4												\$1,105
	Review load rating updates	Mikael Mitchell	\$202.55		4												\$2,186
	Minor technical engineering design and support	Carly Clark	\$149.39		4	20	4										\$1,487
	Meetings, workshops, or other Port requests				1	1											\$1,254
	Subtotal				0	32	0	25	24	8	4	0	93	\$17,136	\$	35	\$
2.0 Project Management & Administration	Project coordination				4							6	\$1,289				\$1,289
	Project invoicing and reporting				8							24	\$3,585				\$3,585
	Quality reviews and management				4							13	\$2,792				\$2,792
	Subtotal				1	16	6	0	0	0	6	14	43	\$7,665	\$	-	\$
	Total Hours			1	48	6	25	24	8	10	14	136	\$24,801	\$	35	\$	\$25,000
	Total Dollars			\$288	\$13,255	\$1,215	\$3,735	\$2,902	\$1,294	\$920	\$1,192						

Commission Memo



Prepared by: Greg Hagbery
Date: June 21, 2022
Re: Wolf Ceramics – Amendment No.1
Suite 403 – Big 7 Building

Wolf Ceramics, LLC currently occupies Suite 404 in the Big 7 Building. They have seen continued growth as a handmade ceramic studio and artist guild. Wolf Ceramics would like to expand into the adjoining space, Suite 403, with the intention to utilize it for packing and shipping functions. The relocation of shipping operations to Suite 403 will provide the opportunity for Wolf Ceramics to add additional staff while increasing their production footprint in their current space. Suite 403 is 1,276 square feet of Leasable Area; 1,429 square feet of Rentable Area after the Load Factor is applied.

RECOMMENDATION: Approve Amendment No.1 to Lease with Wolf Ceramics, LLC in the Big 7 Building.

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AMENDMENT NO.1 TO LEASE

Whereas, the Port of Hood River ("Lessor") and Wolf Ceramics, LLC ("Lessee") entered into a lease of Suite 404 in the Big 7 Building ("Building") located at 616 Industrial Street, in Hood River, Oregon, effective May 15, 2021 ("Lease"); and,

Whereas, pursuant to section 2 of the Lease, in 2022 Lessee timely exercised the first option to extend the Lease term for an additional one (1) year term, extending the expiration of the Lease to April 30, 2023; and

Whereas, Wolf Ceramics seeks to add 1,276 square feet of Lease space (Suite 403) to the Leased Premises, to be included in the Lease. The Load Factor for the Building is 12%. Suite 403 calculates to 1,429 square feet of Rentable Area; and,

Therefore, Lessor and Lessee agree to amend the Lease as follows:

1. 1,429 square feet of Rentable Area (Suite 403) will be included as part of the Leased Premises beginning June 22, 2022. The Base Rent and Additional Rent rates will be the same as Rent rates for Suite 404 and will be pro-rated to pay nine days of thirty days in June.
2. Two additional designated parking spaces will be added to the Lease (total of 4) in the parking area shown on Lease Exhibit B, under Lease Section 7.

Except as modified by this Amendment to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2022.

By: _____
Michael S. McElwee, Port of Hood River, Executive Director

By: _____
Sarah Wolf, Wolf Ceramics, LLC., Member

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Commission Memo



Prepared by: Greg Hagbery
Date: June 21, 2022
Re: Lease Agreement – Jensen Building
Suite 201 – Ferment Brewing Company LLC

Ferment Brewing Company LLC (“Ferment”) would like to enhance their brewing operation on the waterfront, with a goal to produce enough beer to supply their local Hood River taprooms, a future second taproom in Portland, and enough leftover capacity to package product and sell in the market through select retail outlets, restaurants and tap rooms in Oregon.

As a reaction to COVID, Ferment was forced to shift more energy towards increasing packaged product and off premise sales. This shift required more storage and production space than originally planned. Due to limited local options, they have had to find space in various outposts, which has created inefficiencies that have hampered the ability to grow as desired.

The Jensen Building is currently utilized for a mixture of light manufacturing, dry/cold storage, and distribution functions. Ferment is seeking to consolidate their various external storage needs into one location and sees Suite 102 of the Jensen Building as the ideal location to do so. The collocation of material storage and package distribution would assist their plans for expansion and further their desire to increase production. The anticipated increase in production is expected to create 3-4 new jobs.

The warehouse portion of Suite 102 in the Jensen Building currently has a mezzanine space constructed prior to Port ownership. Staff is receiving quotes to remove the mezzanine. The mezzanine poses safety concerns and is viewed as detrimental to the functionality and overall value of the space.

RECOMMENDATION: Approve Lease Agreement with Ferment Brewing Company LLC for Suite 102 in the Jensen Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and **Ferment Brewing Company, LLC**, an Oregon limited liability company, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 5,879 square feet of space in Lessor’s building commonly known as the Jensen Building (“Building”) located at 400 Portway Ave, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	Jensen
Building Address:	400 Portway Ave
Lessee Suite/Description:	Suite 102
Leased Area:	5,879 SF
Rentable Area:	6,114 SF

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **July 1, 2022**, and continuing through June 30, 2027. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for two (2) extension terms of two (2) years each, through June 30, 2031, provided Lessee gives Lessor written notice of Lessee’s intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	July 1, 2022
Lease Expiration Date:	June 30, 2027
Renewal Options:	Two (2) options, each option to extend two (2) years
Renewal Notice Requirement:	Ninety (90) Days prior to Lease termination

- 3. Allowed Use.** Lessee shall use the Leased Premises as a warehouse and distribution center for packaged product, dry good storage, cold product storage, and production material storage. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to “Building Common Areas” consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Building tenant payments owed for Building Common Area Operating Expenses, which is added to Base Rent.

Load Factor Formula: The total Building square footage is 52,226 SF. The Building Common Area square footage is 1,936 SF. The total Building square footage divided by the total Building

square footage minus the Building Common Area square footage equals the Load Factor %. The Jensen Building Load Factor is 4%.

Rentable “Area Square Footage” is the Leased Premises square footage (5,879 SF) plus the Load Factor area square footage (5,879 SF * 4% Load Factor = 235 SF). The Rentable Area square footage used to calculate Rent as defined below, is 6,114 SF (5,879 SF + 235 SF = 6,114 SF).

5. Rent.

The rent Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable monthly in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

Lessee will begin paying Base Rent on July 1, 2022 for the “102 Office” portion of the Leased Premises. Lessor will coordinate the removal of a mezzanine in the 5,074 SF area referred to as “102 Warehouse.” Lessor’s removal of the mezzanine will commence after the Effective Date of this Lease Agreement, therefore, Base Rent for 102 Warehouse will not be collected until Lessor completes the mezzanine demolition project. Lessor will provide written notice to Lessee when the mezzanine demolition project is completed. Lessor’s written notice will indicate the date the 102 Warehouse space is available to Lessee for occupancy (“102 Warehouse Occupancy Date”). In the event the 102 Warehouse Occupancy Date occurs after the first date of a calendar month, then within three (3) business days of the 102 Warehouse Occupancy Date, Lessee shall pay Lessor a prorated Base Rent for the 102 Warehouse space from the 102 Warehouse Occupancy Date through the end of first month Lessee occupies the 102 Warehouse Space. Thereafter, Lessee will pay Base Rent for the entire Leased Premises (102 Office and 102 Warehouse) in monthly payments in advance of the first day of each calendar month for the duration and in accordance with the terms of this Lease.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
102 Office	1,040	\$0.78	\$811
102 Warehouse	5,074	\$0.78	\$3,958

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous twelve (12) month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent twelve (12) month period for

which a published CPI is available. However, in no event will the annual increase be less than one (1) percent or more than five (5) percent.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

Lessee will begin paying Additional Rent on July 1, 2022 for 102 Office portion of the Leased Premises. Additional Rent for 102 Warehouse will not accrue until the mezzanine demolition project described in Section 5.1 above is completed. Additional Rent will accrue and become payable on the 102 Warehouse space effective on the 102 Warehouse Occupancy Date. In the event the 102 Warehouse Occupancy Date occurs after the first date of a calendar month, then within three (3) business days of the 102 Warehouse Occupancy Date, in addition to the prorated Base Rent set forth in Section 5.1 above, Lessee shall pay Lessor prorated Additional Rent for the 102 Warehouse space from the 102 Warehouse Occupancy Date through the end of first month Lessee occupies the 102 Warehouse Space. Thereafter, in addition to the Base Rent set forth in Section 5.1 above, Lessee will pay Additional Rent for the entire Leased Premises (102 Office and 102 Warehouse) in monthly payments in advance of the first day of each calendar month for the duration and in accordance with the terms of this Lease.

5.3 Additional Rent Calculation.

<u>Suite #</u>	<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
102 Office	1,040	\$0.32	\$333
102 Warehouse	5,074	\$0.32	\$1,624

5.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

5.3.1.1.1 General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

5.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

5.3.1.1.3 Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

5.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

5.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor's capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys' fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor's general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 **Taxes and Assessments.** Lessee shall pay its proportionate share of all current assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 **Annual Adjustment/Reconciliations.** Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that

over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

5.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee exercises Lessee's option to renew the Lease. The renewal term Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Rent amount will not be less than the most recent monthly Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the renewal term monthly Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the fair market monthly Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

6. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas are identified in the attached "Exhibit A" and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor.

Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.

6.2 Building Common Areas include interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. As part of this Lease Lessee may also park vehicles in eight (8) designated parking spaces located as depicted in Exhibit B. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

8. Maintenance and Repair.

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

9. Insurance.

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

9.3 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or

Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

10. Lessor Funded Tenant Improvements. Except for the demolition of the mezzanine located in the Warehouse space, if Lessor agrees to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Tenant Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

12. Fixtures and Personal Property. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a

removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Condemnation. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

14. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

Lessor shall provide up to 5 access keys to the Leased Premises or up to five (5) access cards. Additional keys or lost keys may be purchased from Lessor for \$20 per key. Additional access cards may be purchased from Lessor for \$25 per card. If Lessor is managing a key system which

requires issuance of a rekey Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

16. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

17. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

18. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

19. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

20. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination and Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

21. Holdover. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month-to-month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-

month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor’s notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

22. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee’s registered agent if any, to the person signing the Lease, or to Lessee’s on site manager if any who at the date of this Lease is Roger Roediger, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River’s office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

23. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Lease may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto.

24. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2022.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:		By:	Michael McElwee
Its:		Its:	Executive Director
Address:		Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:		Email/phone:	(541) 386-1645

Exhibit A LEASED PREMISES & COMMON AREAS

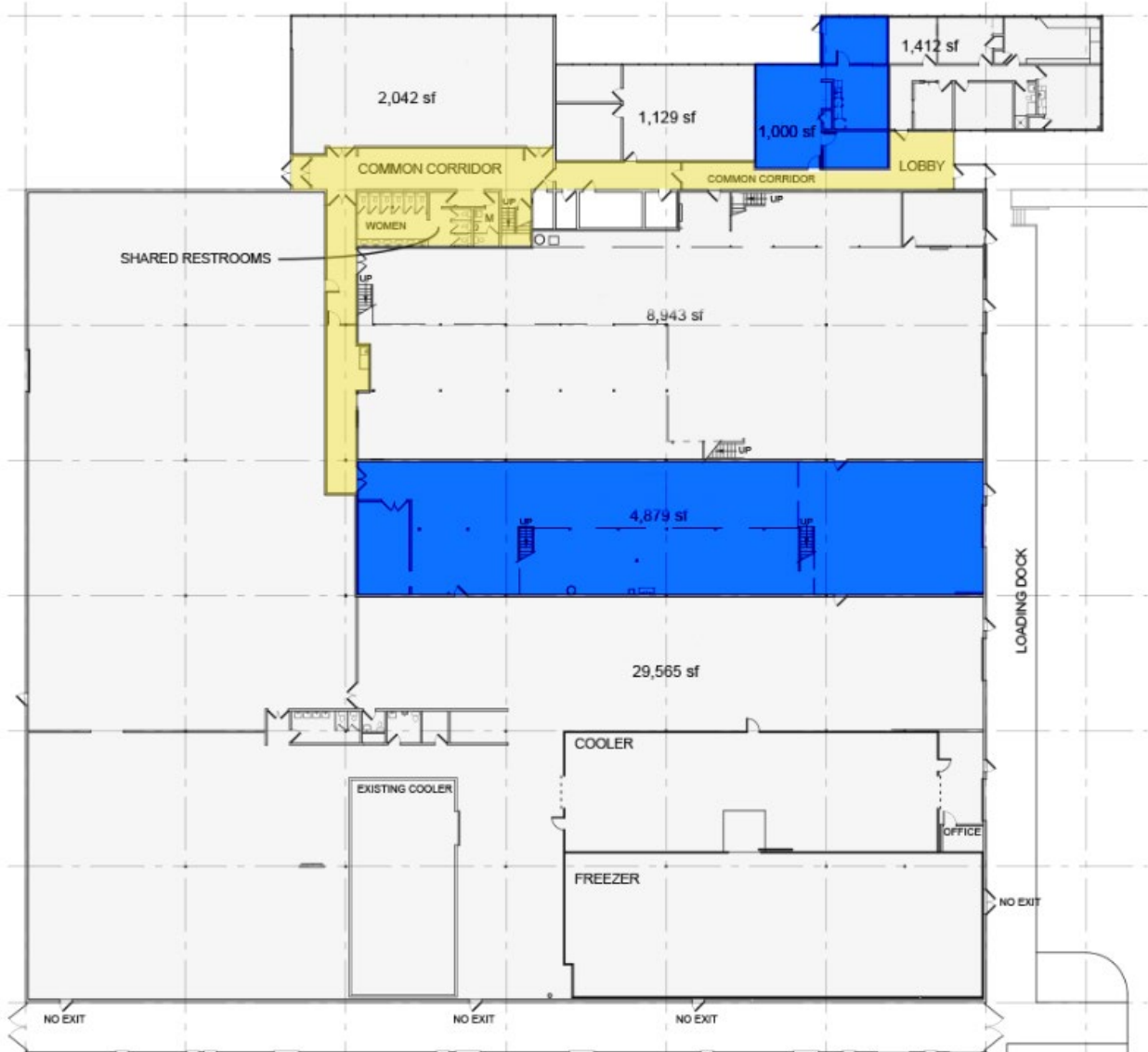


Exhibit B
BUILDING EXTERIOR AREAS



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Commission Memo



Prepared by: Fred Kowell
Date: June 21, 2022
Re: Kapsch Renewal Service Contract

On June 22, 2021, the Board approved the attached Maintenance Agreement with Kapsch TrafficCom USA, Inc. for the continued maintenance of the tolling Kapsch hardware (i.e.; readers and antennas). The Agreement includes an extension contract term at a set cost. This action authorizes the extension year under the contract that has been approved.

RECOMMENDATION: Approve Maintenance Agreement extension contract term with Kapsch TrafficCom USA maintenance contract extension for the period June 2022 – May 2023, not to exceed \$49,139.

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AGREEMENT

Subject: Port of Hood River Maintenance
 Contract: Port of Hood River Contract for the Purchase of Goods & Services 4/10/2017 ("Contract")

Kapsch TrafficCom USA, Inc. ("Kapsch") agrees to furnish the Port of Hood River ("Customer") maintenance services as detailed below in the "Work Included For Agreement Price" section, and to provide other goods and services on a time and materials basis as stated hereafter, to maintain and support continued functionality of the goods and software Kapsch provided to the Customer under the Contract.

1. PRICING AND PAYMENT TERMS

The Kapsch price to provide the materials and services described in the 'Work Included' section of this proposal is as follows:

Current Contract Term	Extension Contract Term
June 2021 - May 2022	June 2022 - May 2023
\$ 47,708	\$ 49,139

- A. The price is subject to Kapsch's terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.
- B. The above price **does not** include any bonds, taxes, permits or duties that may be applicable to the scope of work.
- C. All pricing is in US Dollars.
- D. Net 30 days upon receipt of invoice from Kapsch.

2. WORK INCLUDED FOR AGREEMENT PRICE

The following section describes the scope of materials and services ("Scope of Work") included in this Agreement.

A. General

The Scope of Work is applicable to the following project Site:

- Port of Hood River, OR interstate bridge and adjacent office

B. Scope of Work Description

- 1. Preventative Maintenance of Electronic Toll Collection Equipment will be onsite, while monitoring will be off Site.
 - a. In lane hardware monitoring, routine maintenance, repairs and consultations.

- b. Loop Detection monitoring, routine maintenance and repairs and consultations
- 2. Maintenance Additional Support
 - a. Time and Materials Corrective Actions in addition to Preventive Maintenance to maintain proper operations of Kapsch Contract hardware and software .

C. Assumptions

- 3. During the Agreement term, Kapsch will provide maintenance services for Kapsch hardware and software previously provided to Customer under the Contract and maintained thereafter. Extra work that is necessary to assure proper performance of Kapsch hardware and software requested by Customer or recommended by Kapsch and agreed to by Customer will be provided to Customer promptly within a reasonable time. Customer will pay Kapsch separately for additional goods and services not part of the Work Included For Contract Price, to be billed by Kapsch on a time and materials basis using standard Kapsch rates.

3. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's Work Included For Contract Price obligations. However, Work Not Included listed below shall be promptly provided by Kapsch within a reasonable time when requested by Customer and will be billed for on a time and materials basis using standard Kapch rates.

- A. Providing service, repair or troubleshooting of any field related equipment.
- B. Performing any configuration, programming and start-up of any related devices unless noted above in the "Work Included" section.
- C. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.
- D. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
- E. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
- F. Testing of any equipment not listed above in the Work Included section.
- G. Any other system not expressly stated in Work Included Section.

4. TERMS AND CONDITIONS

- A. **Terms and Conditions:** This Agreement including the the terms and conditions attached hereto, is the entire agreement of the parties.
- B. **Term and Schedule.** The term of this Agreement shall be for a period of twelve (12) months commencing on June 1, 2020 unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement may be extended by prior written agreement by the parties. This Agreement is predicated upon Kapsch being afforded reasonable time to perform its scope of work, and shall be based upon a mutually agreed upon schedule.

Kapsch's Acceptance of Scope of Work and Both Parties' Acceptance of the Terms of this Agreement

Kapsch TrafficCom USA, Inc.

Port of Hood River

By: Lauri J Brady

By: 

Name: Lauri Brady

Name: Micheal McElwee

Title: Director, Sales and Business Development

Title: Executive Director

Date: 06/23/21

Date: 6/23/21

**Kapsch TrafficCom USA, Inc. ("Kapsch")
Standard Terms and Conditions
Port of Hood River**

1. **Payment.** Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of, and Customer is responsible for, any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is sixty (60) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.
2. **OWNERSHIP/LICENSE:** Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly, of any intellectual property that will be supported under this Agreement.
3. **Confidentiality/Non-Disclosure.** Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder are proprietary and confidential to Kapsch ("Kapsch Materials"). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch or as required by law. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Materials as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.
4. **Warranty.** Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of one year after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer, which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

5. **Indemnification.** Kapsch's indemnity obligations in Sections 2.13 and 2.13.2 of the Customer/Kapsch April 10, 2017 Contract are incorporated herein, and are applicable to Kapsch for purposes of this Agreement.
6. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.
7. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement. In the event of a breach of this Agreement by Kapsch, Customer may complete the work to be performed by Kapsch or remedy the issue either by itself, by agreement with another contractor, or by a combination thereof, after providing Kapsch with notice of Customer's intent to do so. Customer may recover from Kapsch the cost of completing the work or remedying the issue identified in the notice of breach provided to Kapsch.
8. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and enure to the benefit of the assignee.
9. **Insurance.** Kapsch will maintain in force through the entire term of this Agreement, insurance policies covering Workman's Compensation, Employers Liability and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.
10. **Force majeure.** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.
11. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice designate to the other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

Port of Hood River	Kapsch TrafficCom USA, Inc.
1000 E. Marina Drive Hood River, OR 97031 Attn: Executive Director	8201 Greensboro Drive, Suite 1002 McLean, VA 22102 Attn: General Counsel

12. **Independent contractor.** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of Customer.

13. **Laws and safety.** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety. Kapsch agrees to comply with the following Oregon state laws: Kapsch shall maintain, at its own expense, worker's compensation insurance for all subject workers required by ORS Chapter 656; Kapsch shall comply with ORS 652.220 (prohibition of discriminatory wage rates); Kapsch comply with all applicable Oregon state and local tax laws.

14. **Disputes and Governing Law.** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the disputed subject matter through binding arbitration. This Agreement shall be governed by the laws of the State of Oregon, excluding any conflict of laws principles, and venue for a dispute shall be in the Circuit Court of Hood River County, Oregon

15. **Entire agreement.** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.

16. **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.

Commission Memo



Prepared by: Fred Kowell
Date: June 21, 2022
Re: PSquare LLC, Task Order 1 Amended

Task Order 1 is an annual maintenance support contract with PSquare that allows for a constant monitoring of the electronic tolling system lanes, hardware, mobile app, and back-office support. This maintenance contract monitors and supports the entire electronic tolling system that has been implemented which includes file transfers, alerts, invoice production, validation returns, reports and coordination with Collections and DMV to place registration holds. This monthly billing will be 1/12 of \$135,680 which will be for the support and maintenance portion of the contract, while PCI compliance will be billed as this project is completed.

Project support will be billed as projects come forward or project management is needed with AET, NIOP (National Interoperability), WRTO (Western Region Interoperability – 6C), Port of Cascade Locks assistance, Twilio implementation or the ODOT interface.

RECOMMENDATION: Approve renewal of Task Order 1 with PSquare LLC for ongoing maintenance, support, and project management of the Breezeby electronic tolling system, not to exceed \$172,780.

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TASK ORDER 1 - Amendment

SCOPE OF SERVICES for ELECTRONIC TOLLING SYSTEMS SUPPORT AND MAINTENANCE

June 15, 2022

This Task Order No. 1 – Amendment pertains to a **Personal Services Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and P-Square LLC (“**Consultant**”), dated June 30, 2022 (“the Agreement”). Consultant shall extend support Services on the project described below as provided herein as the Agreement for the Period July 1, 2022 to June 30, 2023. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability of acquiring legacy consulting assistance. The new system hardware and software is similar in functionality to what as in operation before. However, the Port has identified functions and features, such as a transition to multi-protocol sticker-style transponders, a violation processing system, a web portal, and a more robust customer service application that will be beneficial to our public.

The Port has procured P-Square Solutions LLC Services and has completed the migration to a new platform that will require ongoing system support for the lanes, loops, controllers, back office, web portal, and some development of the new systems. This contract will provide professional services support for the new system and related enhancements that will be beneficial for future development efforts. This agreement relates to the system application support that is warranted and continues to be an ongoing benefit to the Port. This agreement gives the Port continued access to specialized expertise for quality control over the project management, business rules development and support of our major system application.

PART 2.0 SCOPE OF SERVICES

Task 1: Tolling Systems Upgrade Support

The Consultant shall perform additional tasks, within the total authorized fee amount, and as requested by the Port staff:

- Continued support of existing functionality of equipment and back-office systems. The specific maintenance of the system specified in Exhibit A System Support Tasks
- Continued development of existing back-office system to allow more efficient operation of tolling activities.
- Continued support to the AVC functionality and operations as well as the interface with the back-office system.
- Continued support to Web Portal and Mobile App and its interfaces.

- Continued assistance in the development of business rules that relate to best business practices and allows a more efficient and effective transition to the next phase of implementation.
- Advise the Port on all tolling technology enhancements and compatibility issues that arise due to federal, state or regional technical standards. Participate on behalf of the Port in WRTO and NIOP interoperability discussions.
- Continued trouble shooting of issues that arise due to known and unknown events such as power failures, user errors, and software updates.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word and/or PDF format.
- Consultant's tolling staff will communicate with Port staff in monthly meetings via a phone conference and the internet.
- Electronic copies or hard copies of Tolling Systems Vendor submissions shall be made available by Port.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed amount of the contract, with the exception travel and related costs when required by Port staff.
- Any Feature enhancements, business rules changes, operational efficiency improvements in existing back office system and tolling technology implementation changes which are outside the scope of work and capabilities of the existing system would be performed as task order on a level of efforts estimates and approvals from Port.

Deliverables

The following items shall be delivered to the Port:

- Summary notes for key correspondence with tolling vendor(s) in e-mail format
- Written deliverables in electronic format as requested
- BackOffice/Lane system software maintenance
- Mobile App Software maintenance
- Website Maintenance (Violations & Pay-by-plate)
- Collections interface and file transfers to Collections and DMV
- In-Lane Credit Card Toll Payment system maintenance
- AWS recurring service cost.

Task 2: Project Management & Administration

The Consultant shall provide professional support services and project management services provided by the Consultant including resolution of issues and trouble-shooting efforts to maintain an effective tolling system that has the current level of service and functionality to our customers today. Consultant shall:

- Provide monthly billings of services performed during the month as well as progress reports of issues that relate to the existing tolling system and enhancements of that system. Schedule updates shall be provided with month progress reports;
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;

- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

Deliverables

The following items shall be delivered to the Port:

- NIOP (National Interoperability) and other consulting support
- Invoices and progress reports
- Conference/meetings as necessary

PART 3.0 PORT’S RESPONSIBILITIES:

Port shall provide the documents noted above and be available for a mutually agreed upon time for the site visit.

PART 4.0 PERIODS OF SERVICE:

This contract is for the period starting July 1 2022 and ending June 30, 2023. Notice to proceed to consultant is assumed to be not later than July 1, 2022.

PART 5.0 PAYMENTS TO CONSULTANT:

The total professional service fees for labor for this Task Order No. 1 shall be a not-to-exceed amount of \$172,780. The monthly billing will be for 1/12 of the \$135,680 annual support, while PCI compliance security testing is billed based upon successfully complying with PCI standards and billed separately. Tolling system consulting will be billed separately as projects move forward and Port requests are fulfilled. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

SYSTEM MAINTENANCE (Jul 1, 2022 – Jun 30, 2023)	2022-23
BOS/Lane Software Maintenance (FY2022) <i>*COLA Adjustment Included – West Size Class B/C Increase of 6%</i>	\$ 135,680
Tolling System Consulting – System Security enhancements, SOW Development, NIOP, WRTO Participation, MOU assistance for POCL integration <i>*COLA Adjustment Included – West Size Class B/C Increase of 6%</i>	\$ 37,100
System Maintenance Amount Year 2022 -2023	\$172,780

PART 6.0 OTHER:

Licenses are kept in the Port's name but are purchased through P-Square. The estimated cost is \$27,000 per year.

This Task Order is executed this _____ day of _____, 2022.

PORT OF HOOD RIVER
"Port"

P SQUARE SOLUTIONS LLC.
"Consultant"

BY: _____

BY: _____

NAME: Michael McElwee

NAME: Reddy Patlolla

TITLE: Executive Director

TITLE: President

ADDRESS: 1000 E. Port Marina Drive
Hood River, OR 97031

ADDRESS: 307 Fellowship Road,
Suite 104
Mount Laurel, NJ 08054

Exhibit A – System Support Tasks

Proactive System/Application Monitoring

1. Monitor Infrastructure Alerts (Network, Servers) alerts from Nagios including PING, Server Storage, Status
2. Monitor alerts in Vcenter. Configure email alerts from Vcenter.
3. Monitor alerts in CMC (Dell VRTX Chassis Management Console)
4. Monitor Application Alerts and resolve any issues.
5. Maintain a Staging Environment and a Production Environment within the POHR Infrastructure for Pre-Production Testing.
6. P-Square also maintains within its environment a Dev and Integration Environment to test out any bug fixes, enhancements.
7. Maintain the ETH and ECS Source Code in the Bit Bucket for Rollback purposes
8. Maintain a DevOps Server to manage continuous development and deployment into all the environments.
9. Maintain an Accurate Network Drawing with all information
10. Maintain Firewall and Segment networks and specific port level access control and maintain the security.
11. Monitor Active User List and Unauthorized Access Attempts.
12. Monitor Database Statistics with special emphasis on Performance (Using *EDB Postgres Enterprise Manager* or PEM).
13. Monitor Web Portal using a Web Monitoring Tool that alerts when access is unavailable.
14. PCI Monitoring and Risk Management - identifying changes to system required to meet the quickly evolving Security risk vectors.
15. Maintain an Acronis backup server to manage on-prem and cloud backups.

Preventive Maintenance

1. Install Security Patches **Monthly** to all the ETH and ECS Servers and all the Supporting Server Operating Systems, Databases, etc. Install them in the Staging Environment first and validate before moving the patches into production.
2. Deploy Application Updates to match new Operating/Database System Versions.
3. Update Web Application, Mobile Application, and Web Server Configuration to address any issues identified by independent Third-Party External Penetration Testing a PCI Requirement.
4. Review results of Third-Party Internal Penetration Testing and mitigate issues by enhancing firewall rules and developing plans to update software issues.

Corrective Maintenance

1. Perform Root Cause Analysis of Application/Data Related issues identified by the Monitoring Team or by the POHR Staff and mitigate them initially through data fixes, but ultimately through software bug fixes.
2. Identify Network/Access Control Issues and resolve them.

3. Identify COTS Hardware/Software Issues and coordinate with Manufacturer for resolving issues including faulty Hardware component replacement, firmware updates, OS/DB Patches, middleware upgrades/patches, etc.

Operations Support

1. P-Square provides operations support to generate email lists for customer campaigns
2. Provide Excel data summaries to the Finance Staff to reconcile Payments, Revenues, and Account Balances (Pre-Paid, Post-Paid, Pay-by-Plate, Unregistered Accounts, Collections, Overpayments, etc.).
3. Respond to questions from POHR Staff as and when required.
4. Perform ad-hoc training sessions for the POHR Staff when new features are introduced that might be helpful to operations.

ServiceDesk for Reporting Issues

1. Provide a tool for POHR Staff and the Internal P-Square/TDS Monitoring Staff to report issues, Change Management Tickets into a web-based tool

ETBOS Software Maintenance

1. As part of the ETBOS Software Maintenance, P-Square has a team of developers, solutions architects who are constantly working on new product features, integrations to enhance BOS Operations. This team diverts the resources to fix any bugs identified by the Onshore Maintenance Staff.
2. **Note:** *P-Square does not charge POHR any Annual ETBOS BOS Licensing Fees. For the BreezeBy Project, P-Square offers Software Assurance through its Annual Maintenance SOW.*

Lane Software Maintenance

1. While P-Square Focuses on the Host/BOS Software and the Infrastructure, P-Square Maintenance Price also includes Tier 2 Support for the Lane Controller by the Manufacturer, and P-Square Subcontractor, Transport Data Systems (TDS).

STAFFING

A modern BOS System requires IT Staff with a variety of expertise. P-Square provides a variety of IT skilled professionals to support POHR.

- **Maintenance Manager (Harish Bandaru)**
- Business Analyst (Divya VenkataKrishnan)
- Database Administrator (Harish Bandaru)
- DevOps/Systems Engineer (Anson Peter Antony)
- Application Engineers (Ajesh Antony, Liji Michael)
- ETBOS Solutions Architect (Niyasi Pediyakkal)
- Subject Matter Expert and Toll Consulting (Shane Savgur)
- Offshore Team of Architects, Software Leads, DBAs, Developers, QA Testers

Commission Memo



Prepared by: Genevieve Scholl
Date: June 21, 2022
Re: OSMB Maintenance Assistance Grant Agreement

Biannually, the Port receives a small grant (\$1,800) from the Oregon State Marine Board to support ongoing general maintenance of the Marina boat launch parking lot, via an Intergovernmental Agreement (“IGA”). As the source of OSMB’s funding for the program is the U.S. Dept. of the Interior, Fish and Wildlife Services, there are federal requirements for grants recipients, as described in the attached Maintenance Assistance IGA.

RECOMMENDATION: Approve Maintenance Assistance Grant Intergovernmental Agreement No. 2123-057 with Oregon State Marine Board.

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**MAINTENANCE ASSISTANCE GRANT
INTERGOVERNMENTAL AGREEMENT**
Agreement No. 2123-057

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and Port of Hood River (“Recipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Maintenance Assistance Grant Program rules in OAR 250-014-0300-0305 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the operation and maintenance of two recreational boating access sites *hereinafter* called the “Project,” as described in the Recipient’s Maintenance Assistance Grant Application #2123-057 and Site Inventory to OSMB. With this reference, the Maintenance Assistance Grant Application and Site Inventory are made part of this Agreement. If a conflict exists between the Maintenance Assistance Grant Application, Site Inventory and this Agreement, the Agreement will govern.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on July 1, 2021 and terminates on June 30, 2023 or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed by June 30, 2023, and final billing for the Project shall be submitted to OSMB, on or before September 30, 2023. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1 OSMB’s Authorized Representative is:**
Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem, OR 97309 or 435 Commercial Street NE Suite #400, Salem 97301
(503) 877-7580 Office, Janine.Belleque@boat.oregon.gov

4.2 Recipient's Authorized Representative is:
Daryl Stafford, Waterfront Manager
1000 E Port Marina Dr., Hood River, OR97031
(541) 436-0797 Office, waterfront@portofhoodriver.com

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibilities of Recipient:

5.1.1 Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.10, Indemnification by Subcontractors.

5.1.2 Matching Funds. The Recipient shall contribute a minimum of 25% for each pumpout, dump station and floating restroom and contribute a minimum of 40% for all other approved sites as identified in the Maintenance Assistance Grant Application and Site Inventory.

5.1.3 Indirect Rate. The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are *\$0.00*.

5.1.4 Notification of Changes. Recipient will notify OSMB if there are any modifications in fees, season of use, quantities, ownership or management of any recreational boating access sites identified on the Inventory Sheet prior to requesting reimbursement. The Recipient will provide details of the modifications to OSMB in order for OSMB to evaluate for changes to the grant award. In the event the modifications effect the grant award an amendment will be issued.

5.1.5 Pumpout, Dump Station or Floating Restroom. The Recipient will provide performance reports and gallons of sewage collected.

5.1.6 Commercial and Other Uses. OSMB funds and matching funds cannot be used to support or accommodate commercial or other non-recreational boating uses or activities at the Project.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Maintenance Assistance Grant Application and Site Inventory, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or

3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Recipient must restrict use of the Project to only boats that comply with ORS 830.770, 830.775 and 830.624-630 or have current registration with another state.

5.1.7 Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

5.1.8 User Fees. No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct maintenance and operational costs for the Project.

5.1.9 Payments. Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor, materials or services for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

5.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

5.1.10 Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Reimbursement Requests must be submitted on the approved OSMB Maintenance Assistance Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties with OSMB not reimbursing more than 75% of the cost for pumpouts, dump stations and floating restrooms and Recipient's match not being less than 25% of any request, for all other recreational boating access sites identified as the Project OSMB will not reimburse more than 60% of any request and Recipient's match not being less than 40% of any request.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Federal Fund Approval. OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

7.2 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the

amount of \$12,200.00 state Boating Facility Grant, \$1,800.00 federal Clean Vessel Act funds for a total of \$14,000.00 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for large-scale construction or capital projects such as replacing docks, installing restrooms or paving parking areas or to match other grants.

- 7.3 Payments.** OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a port duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its

obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

- 12.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all

legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 12 with respect to the Third-Party Claim.

- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim), OSMB 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 OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB 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. OSMB'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.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (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 OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that 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 OSMB 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.

SECTION 13: RECIPIENT DEFAULT

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the

expenditure of funds or the performance by Recipient is untrue in any material respect when made;

- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2** In the event OSMB is in default under Section 14 and whether or not Recipient elects to

exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

SECTION 16: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

- 18.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.
- 18.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement

if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

18.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The maintenance and operation of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the maintenance and operation sites or Project is not sufficient, legal and valid; or
- c. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to maintain and operate any project other than the Project described agreement; or
- e. The maintenance and operation of the Project is not completed in a good and workmanlike manner or fails to comply with any required federal, state or local law; or
- f. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement , including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- g. The Recipient defaults under any other agreement between the Parties.

18.4 Rights and Remedies.

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project.

Further, OSMB shall have any and all rights and remedies available at law or in equity.

- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective 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. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,12,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.
- 25.3 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle

OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2 Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and
- 25.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge 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 or otherwise.

SECTION 27: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 28: INTENDED BENEFICIARIES

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 31: SUBCONTRACTS

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Recipient's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

Recipient shall comply with the additional requirements set forth in Exhibit A, B and C, attached hereto and incorporated herein by this reference. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Information Required by 2CFR200), Attachment B (Site Inventory), and Exhibit C (Additional Requirements).

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Marine Board

Larry Warren, Director

Date

Port of Hood River

Name, Title

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approval Authorized by Letter
Steven Marlowe, Assistant Attorney General

August 2, 2017
Date

EXHIBIT A

MAINTENANCE ASSISTANCE GRANT NO. 2123-057 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

I. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.
- B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
 - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

ATTACHMENT "A"
INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)*

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Port of Hood River
- (ii) Subrecipient's Unique Entity Identifier number: _____
- (iii) Federal Award Identification Number (FAIN): CVA F20AP11947
- (iv) Federal Award Date: July 1, 2020
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2020 to December 29, 2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: CVA \$1,800.00
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$1,800.00
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$1,800.00
- (ix) Federal award project description: CVA funds for the maintenance of floating restrooms and pumpout and dump stations
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
 - (b) Name of pass-through entity: Oregon State Marine Board
 - (c) Contact information for awarding official of the pass-through entity:
Janine Belleque, 503-877-7580 janine.belleque@boat.oregon.gov
- (xi) CFDA Number and Name: CVA 15.616
Amount: CVA \$1,800.00
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0.00%

**For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient and the term "pass-through entity" refers to OSMB.*

***The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.*

EXHIBIT B

RECIPIANT TAX CERTIFICATION

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual’s knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number _____

Oregon Tax Number _____

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient’s property, operations, receipts, or income, or to Recipient’s performance of or compensation for any work performed by Recipient;

(iii) 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

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____

Date _____

EXHIBIT C

ADDITIONAL REQUIREMENTS

1. OSMB may revoke the grant award if the grant agreement is not signed by both parties within 90 days.
2. The Recipient must spend funds identified for pumpout and dump stations and floating restrooms only on those specified items. The federal Clean Vessel Act funds cannot be spent on other boating access sites identified on the Site Inventory.
3. The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure when possible. Additionally, the Recipient will notify OSMB of closures and reopening, complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
4. OSMB will post notice of facility closures and reopening on website, online boating map and through social media as appropriate.
5. The Recipient will have an Inadvertent Discovery Plan (IDP) and provide training to staff about the plan prior to ground disturbing activities.
6. In the event the Recipient determines to only submit one reimbursement request upon completion of the agreement a progress report must be submitted in the manner and form identified by OSMB.

**ATTACHMENT "B"
SITE INVENTORY**

Port of Hood River MAG 2021-23 Inventory		Hood River Marina		Pumpout/Dump Station	
		Reported	Allocation	Reported	Allocation
Restroom	Flush	Y	24		
	Vault/Compost	N	0		
	Portable	N	0		
	Number of Additional Stalls	1	8		
	Season of Use(months)	24	\$3,200.00		
Grounds	Vegetation Maintenance	N	0		
	Garbage Can or Dumpster	Y	12		
	Season of Use(months)	24	\$1,200.00		
Parking	Total Number of Paved Car Stalls	28	0		
	Total Number of Paved Boat Trailer Stalls	53	36		
	Gravel Parking Square Feet	0	0		
	Gravel Overflow Square Feet	0	0		
	Season of Use(months)	24	\$3,600.00		
Ramp	Single Lane	Y	12		
	Additional Number of Lanes	1	8		
	Season of Use(months)	24	\$2,000.00		
Boarding Docks	Total Linear Feet	330	22		
	Season of Use(months)	24	\$2,200.00		
Short Term Tie-up Docks	Total Linear Feet	0	0		
	Season of Use(months)	24	\$0.00		
Debris Boom	Log	N	0		
	Polypipe	N	0		
	Season of Use(months)	0	\$0.00		
CVA	Pumpout/Dump Station	N	0	Y	18
	Monitoring System	N	0	Y	0
	Pumpout only	N	0	N	0
	Dump only	N	0	N	0
	Holding Tank	N	0	N	0
	Season of Use(months)	N	\$0.00	18	\$1,800.00
Floating Restroom	Season of Use(months)	N	\$0.00		
Sub-Total Allocation			\$12,200.00		\$1,800.00
Use Fee			\$0.00		\$0.00
Use Fee Adjustment			\$0.00		\$0.00
Total Awarded Allocation			\$12,200.00		\$1,800.00
Total 2-year Awarded Allocation			\$14,000.00		

Commission Memo



Prepared by: Michael McElwee
Date: June 21, 2022
Re: State Coronavirus Recovery Fund
Grant Agreement

In 2021 the Oregon Legislature passed House Bill 5006 which identified the Port of Hood River as a recipient of a \$500,000 federal Coronavirus State Fiscal Recovery Funding (CSFRF) to provide financial support for construction of the E. Anchor Way Industrial Street and Transit Project.

In order to effectuate this financial contribution, the State of Oregon Department of Administrative Services (“DAS”) has prepared the attached CSFRF grant agreement (“Agreement”). The Agreement should be formally authorized the Commission.

RECOMMENDATION: Approve Coronavirus State Fiscal Recovery Fund Grant Agreement with the State of Oregon Department of Administrative Services in the amount of \$500,00 for the E. Anchor Way Industrial Street & Transit Project.

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**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: **8220**

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and Port of Hood River (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of E. Anchor Way Industrial Street & Transit Center as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$500,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

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

SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.
- C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:
 - (1) DAS has sufficient funds currently available for this Contract; and
 - (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the E. Anchor Way Industrial Street & Transit Center Project (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021 and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local service district, as that term is defined in ORS 174.116, 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 applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS 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 Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS 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 Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contactor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. 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 Contract, 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 Contract 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.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, 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 DAS at the addresses listed in Exhibit A, 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.
- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (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 Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.
- M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

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



STATE OF OREGON
 acting by and through its
 Department of Administrative Services

PORT OF HOOD RIVER

By: _____
 DAS Authorized Representative

 George Naughton
 DAS Chief Financial Officer

By: _____
 Authorized Representative Signature

 Authorized Representative Name and Title

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 1/5/2022

 Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A
CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

DAS

State of Oregon, acting by and through its
 Department of Administrative Services
 155 Cottage St. NE
 Salem, OR 97301-3966

Contract Administrator: Margie Viall

Telephone: 971-374-3311

Email: statefiscal.recoveryfund@das.oregon.gov

Recipient

Port of Hood River

1000 E. Port Marina Dr.
 Hood River, Oregon 97031

Contact: Genevieve Scholl

Telephone: 541-386-6145

Email: gscholl@portofhoodriver.com

Use of Funds/ Project Description:

Recipient shall use the CSFRF funds to design and construct E. Anchor Way, an industrial street that will bisect a large, vacant, industrially zoned property centrally located on the Hood River Waterfront. The project will also fund public utilities for the new street and construction of a new public transit hub central transfer facility with bus pullouts and shelter spaces. The construction of E. Anchor Way will meet several important public policy objectives including interchange access management, bicycle/pedestrian connectivity, development of a regional transit hub, green infrastructure, and light industrial job creation.

Reporting Requirements:

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	45 days after the Effective Date of Contract
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	July 15 th

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources

6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

POLLUTION LIABILITY:

Required Not required

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$500,000. Annual aggregate limit shall not be less than \$1,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided

the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Recipient 's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	Port of Hood River
(ii) Subrecipient's Unique Entity Identifier (UEI):	089452262 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$500,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$500,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, “Subrecipient” refers to Recipient and “pass-through entity” refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

Commission Memo



Prepared by: Genevieve Scholl
Date: June 21, 2022
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$19,810.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$19,810.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

205 3RD STREET / PO BOX 457
 HOOD RIVER, OR 97031
 (Phone) 541-386-1311 (Fax) 541-386-8771

CREDIT CARDS ACCEPTED

HOOD RIVER, PORT OF
 1000 E. PORT MARINA DRIVE
 HOOD RIVER OR 97031

Page: 1
 June 06, 2022
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
4,325.00	3,125.00	0.00	0.00	-4,325.00	\$3,125.00
ORDINANCE #24					
25.00	0.00	0.00	0.00	-25.00	\$0.00
ORDINANCE #23					
0.00	710.00	0.00	0.00	0.00	\$710.00
LEASE (SERVPRO Jensen Building/Joel Olsen)					
75.00	0.00	0.00	0.00	-75.00	\$0.00
EASEMENT (CenturyLink)					
100.00	300.00	0.00	0.00	-100.00	\$300.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
1,150.00	0.00	0.00	0.00	-1,150.00	\$0.00
WATERFRONT PARKING					
125.00	0.00	0.00	0.00	-125.00	\$0.00
LEASE (Wolf Ceramics & Sarah Wolf)					
100.00	0.00	0.00	0.00	-100.00	\$0.00

HOOD RIVER, PORT OF

Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
NORTHWEST PIPELINE EASEMENT					
100.00	175.00	0.00	0.00	-100.00	\$175.00
BRIDGE CABLE EASEMENT (Falcon)					
425.00	150.00	0.00	0.00	-425.00	\$150.00
MARINA - BOATHOUSE MATTERS					
550.00	2,025.00	0.00	0.00	-550.00	\$2,025.00
ODOT LAND EXCHANGE (BRIDGE AREA)					
250.00	725.00	0.00	0.00	-250.00	\$725.00
BARMAN PROPERTY					
525.00	3,100.00	0.00	0.00	-525.00	\$3,100.00
WAAAM HANGAR LEASE					
1,525.00	125.00	0.00	0.00	-1,525.00	\$125.00
PROJECT MANAGER - REPLACEMENT BRIDGE					
0.00	300.00	0.00	0.00	0.00	\$300.00
REPLACEMENT BRIDGE MANAGEMENT CONTRACT					
275.00	350.00	0.00	0.00	-275.00	\$350.00
BRIDGE APPROACH WORK - WASHINGTON					
0.00	125.00	0.00	0.00	0.00	\$125.00
2022 EMPLOYMENT MATTERS					
4,250.00	4,075.00	0.00	0.00	-4,250.00	\$4,075.00
BRIDGE CONTRACT - GRANITE CONSTRUCTION (OR/Granite Construction, Inc)					
0.00	2,275.00	0.00	0.00	0.00	\$2,275.00
BISTATE BRIDGE COMMISSION (OR)					
0.00	2,250.00	0.00	0.00	0.00	\$2,250.00
<u>13,800.00</u>	<u>19,810.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-13,800.00</u>	<u>\$19,810.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND
 PAYMENTS RECEIVED THROUGH THE 31st OF MAY UNLESS
 OTHERWISE STATED**



Project Director Report
June 21, 2022

The following summarizes Bridge Replacement Project activities from May 15-June 2, 2022:

PROJECT MANAGEMENT CONTRACT PROCESS

- *Commissioner Fox, Project Director Kevin Greenwood and the Port's technical advising firm, Arup Engineering, have completed negotiations with HNTB. Final documents are being prepared and should be received by the Port on Wednesday, June 22.*
- *Port's outside counsel, Bill Ohle, is scheduled to review on June 23.*
- *Contract and exhibits submitted to ODOT June 24.*
- *Approval from ODOT's Procurement Office by Wednesday, July 6.*
- *BSWG will review on Monday, July 11 and Port Commission approves on July 12.*
- *Notice to Proceed issued July 13.*

GRANT FUNDING UPDATES

- *Summit Strategies has identified two federal grant opportunities. Many of these grants require that construction must start 18-months after obligation. Currently the schedule for construction starts October 2026, meaning that funds would be obligated by April 2025.*
- *Federal funds cannot match other federal funds meaning that federal grants cannot be more than 50% of the total funding package.*
- *Bridge Infrastructure Program (BIP)*
 - *Deadline August 9*
 - *50% match required (other state grants/appropriations and bonds count)*
 - *Obligation date: September 30, 2025 (within 18-month period)*
 - *Recommended application: \$195M*
- *Safe Street and Roads for All (SS4A). For bike/ped facility.*
 - *Deadline September 15*
 - *20% match (must be non-federal grant)*
 - *Obligation date: 12 months after award*
 - *Maximum application: \$30M*
- *Hal Hiemstra is recommending that we not submit until after our the advocacy trip east so that the application can incorporate any suggestions from USDOT staff.*
- *HNTB has grant writing budget in the proposed contract.*
- *Letter from federal delegation included in packet for project's INFRA application.*

GOVERNANCE/BRIDGE AUTHORITY PROGRESS

- *At the last BSWG Steve Siegel and Hood River County Commissioner Bob Benton gave an update on the Commission Formation Agreements (CFAs). Siegel continues to advise that a stand alone fund should be funded by new tolls to build up reserves for the new bridge authority.*

FINAL EIS/RECORD OF DECISION

- *Monthly update included in packet.*
- *Project Director will be meeting with ODOT's State-wide Environmental Manager to discuss the 18-month hold on the Biological Opinion. This is a milestone document that is currently unresolved.*
- *FHWA took an extra week to complete their review of the FEIS/ROD Admin Draft #2*
- *Sec. 106 MOA took an extra week for ODOT to distribute to consulting parties, but the list of mitigation items is being compiled. This is on track to being finished by end of July.*
- *Call this week with ODOT's state environmental director to discuss status of BiOp.*
- *FEIS/ROD is now showing publication date of Dec. 13, 2022 instead of Nov. 15, 2022. There will be additional delay in next month's schedule unless FHWA agrees to unlink the tribal fishing agreements from the FEIS/ROD publication.*

TREATY FISHING RIGHTS MOU STATUS

- *Meetings continue next month. Warm Springs has asked for meetings to be conducted only by ODOT/FHWA limiting the Port's access to their staff.*

USE/RENT OF MARINA ONE OFFICE SPACE BY/TO HNTB

- *There is interest in HNTB using office space at the old Chamber building.*
- *The Port could market the space for lease, but has not due to HNTB's pending contract.*
- *There would be rent on the building, monthly utility costs and up-front costs to setting up the space including any capital updates and furniture/equipment.*
- *One option would have HNTB pay for all four of those items which would appear on their monthly invoices to the Port which would be reimbursed by the funding agencies.*
- *Another option would be for the Port to not charge for rent and pay for those expenses as "in-kind" contribution to the bridge replacement project.*
- *There are variations to each of these options, but staff would like to bring this policy consideration to the Commission for feedback before providing a more detailed analysis.*

OTHER ITEMS

- *In exchange for temporary moorage, NOAA will be conducting bathymetric survey at the mouth of the boat basin this summer for the Port.*

MEETINGS

- *Warm Springs/ODOT, Jun 17*
- *Project Director on paid time off, Jun 20-24*
- *Thorn Run Partners, Jun 21*
- *Port Commission, Jun 21*
- *NEPA/Cultural Resource, Jun 23*
- *WSP Weekly Check In, Jun 27*
- *Umatilla F&W Committee Presentation, Jun 28*
- *Sec. 106 CP #7, Jun 30*
- *Holiday, Jul 4*
- *Thorn Run Partners, Jul 5*
- *WSP Weekly Check In, Jul 11*
- *BSWG, Jul 11*
- *Port Commission, Jul 12*
- *Cultural Resource, Jul 14*

Congress of the United States
Washington, DC 20510

June 13, 2022

Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Port of Hood River/Klickitat County's Hood River-White Salmon Interstate Bridge Replacement INFRA grant application

Dear Secretary Buttigieg:

We write to express our support for the Port of Hood River/Klickitat County's joint application to the United States Department of Transportation's Infrastructure for Rebuilding America (INFRA) program, which is part of the Multimodal Projects Discretionary Grant Opportunity (MPDG), for funding to help construct a new bridge across the Columbia River linking the communities of Hood River, Oregon and White Salmon, Washington.

The original bridge, built in 1924, is functionally obsolete and nearing the end of its usable life. The bridge is weight restricted and has no permissible passage for foot or bike traffic. Its two lanes are barely nine feet wide, hardly leaving sufficient space for two large vehicles to meet. Its in-water supports are seismically vulnerable and create a navigation hazard for river traffic.

Despite its shortcomings, the bridge serves a critical connecting role in the Columbia River Gorge Region for residents and visitors alike. Annually, around 4 million vehicles cross the bridge, connecting Interstate 84 on the Oregon side and State Route 14 on the Washington side. The nearest alternate crossings are over twenty miles to the east and west.

Early efforts to replace the bridge date back to 1999, when the Washington State Congressional Delegation helped secure \$1.4 million in federal funding for a feasibility study and early review work. The project moved slowly until 2017 when the Oregon State Legislature earmarked \$5 million to initiate the Final Environmental Impact Statement (FEIS) process, which is expected to be completed later this year. In 2020, the project received a \$5 million Better Utilizing Investments to Leverage Development (BUILD) grant from the U.S. Department of Transportation that funded 15% of design and engineering. Since that award, both the States of Oregon and Washington contributed \$5 million to design and engineering, and in the last legislative session, the State of Washington earmarked \$75 million to complete design and initiate construction funding.

With an overall cost of around \$500 million, the new bridge will be built to modern vehicle safety standards, provide safe crossing for bicycle and pedestrian traffic, and eliminate a navigational challenge for Columbia River barge pilots. A successful \$195 million award from the INFRA program will build on the nearly \$100 million that has already been raised for this

project, leveraging additional construction funding from a variety of sources. Construction is targeted to begin in 2026.

This project enjoys strong investment and support from communities and stakeholders in both Oregon and Washington. A Bi-State Bridge Working Group has been formed, made up of elected leaders from six member agencies. Governed under a memorandum of understanding, the group cooperatively oversees, manages, and conducts project development for the bridge replacement project. Both state legislatures have authorized the creation of a new Bi-State Bridge Authority that will own and maintain the new bridge, and past and present Congressional engagement shows consistent bipartisan support.

We believe this request aligns with the goals of the INFRA grant program and ask that you give this application your full and fair consideration. If you have any questions regarding this matter, please contact Dan Mahr in Senator Merkley's office at 503-326-3386; Ree Armitage in Senator Wyden's office at 503-326-7542; Bree Rabourn in Senator Murray's office at 206-724-6694; Naseem Mehyar in Senator Cantwell's office at 202-579-6003; Nick Strader in Rep. Bentz's office at 541-709-2040; Reilly Lamp in Rep. Herrera Beutler's office at 202-225-3536; or Kathie Eastmantell in Rep. Blumenauer's office at 202-604-0455.

Sincerely,



Jeffrey A. Merkley
United States Senator



Ron Wyden
United States Senator



Patty Murray
United States Senator



Maria Cantwell
United States Senator



Cliff Bentz
Member of Congress



Jaime Herrera Beutler
Member of Congress



Earl Blumenauer
Member of Congress



BRIDGE REPLACEMENT PROJECT UPDATE

JULY 2022 UPDATE



The Hood River-White Salmon Interstate Bridge is a vital transportation link connecting Hood River, Oregon with the communities of White Salmon and Bingen in Washington. Since 2003, the Port of Hood River (Port) has been working to advance the replacement of this bridge that was originally constructed in 1924. Currently, the Port is advancing the design of the replacement bridge, completing environmental review and pursuing funding for design and construction. A Bi-State Working Group (BSWG) consisting of Mayors and County Commissioners from both Hood River and Klickitat Counties monitors the project and advises the Port on bridge replacement activities.

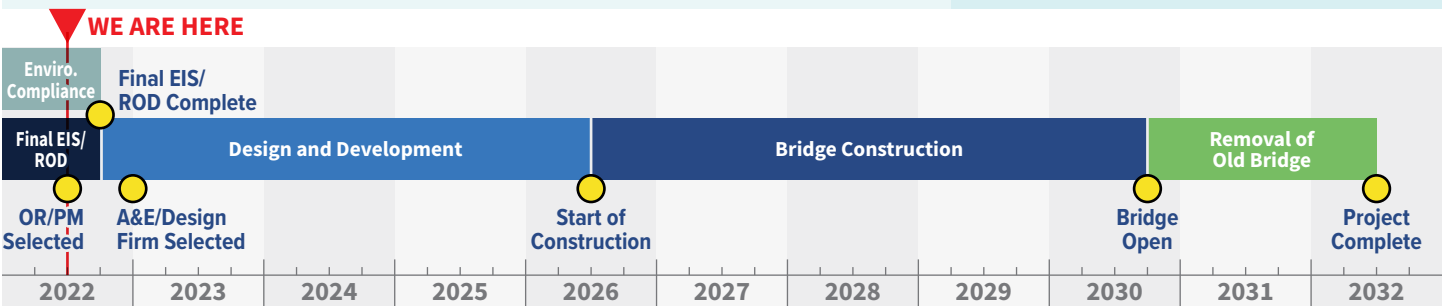
Current Project Activities:

- Work continues on tasks necessary to finalize the National Environmental Policy Act review. Current activities include:
 - Reaching agreement on tribal compensatory agreements for impacts to treaty fishing activities during construction.
 - Awaiting NOAA Fisheries completion of the Endangered Species Act consultation.
 - Finalizing Section 106 process including meeting with consulting parties and completion of the mitigation agreement for impacts to the historic bridge.
 - Completion of the Final EIS and Record of Decision.
- Owners Representative/Project Management contract currently under negotiation.
- Members of the BSWG are traveling to Washington D.C. to meet with key legislators and agency managers to bring attention to the project's \$195M INFRA grant application.
- Port of Hood River Commission adopted a new stand-alone Replacement Fund to serve as defacto project fund to eventually be transferred to the new Mid-Columbia Bridge Authority.
- BSWG sub-committee developing draft of Commission Formation Agreement (CFA) required as part of the creation of the Bridge Authority. Final CFAs will be distributed to local government boards for adoption by the end of the year.
- SW Washington RTC and Klickitat County re-applying for WSDOT Critical Rural Freight Corridor designation for the replacement bridge. In 2017, the designation was identified and is renewed every five years.
- Project Team presented to the Columbia Gorge National Scenic Area Commission in late June.

How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.



To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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Administration

- The June 21 meeting includes action to approve the FY 22/23 Budget. This concludes the annual budget preparation process. Thank you to staff , Budget Committee members and Commissioners for all the efforts that go into preparation of this important document. Special thanks to Fred Kowell for all his good work on this contract carried out after his official retirement.
- The solicitation period for the Chief Financial Officer position has entered the semi-finalist stge. Erick Jensen of Jensen Strategies and his team have completed the screening interviews. They recommended three candidates for further interviews. The next step will be 2nd round interviews with one or more candidates that Fred and I will conduct after consultation with Commissioners Sheppard and Chapman.
- Fred has completed the annual fee reconciliation process and has briefed POCL management. This is a fairly complicated process that annually verifies, or adjusts, the overhead burden applied to each transaction that accounts for Port Breeze-By administrative services.
- The joint Board meeting with the Port of Cascade Locks has been rescheduled to the September 20 meeting. This meeting will take place in Cascade Locks and will include a tour of the Port's new facilities and business park.
- I will be attending the Pacific Northwest Waterways Association Summer Conference in Spokane and anticipate participating in this meeting via Zoom.
- Attached is a June issue of the Nor'wester Monthly Update from the Pacific Northwest Waterways Association (PNWA). There were questions at the last meeting about this organization which the Port has participated in for many years. I would ask any Commissioner who is interested participating in PNWA to let Genevieve of I know.
- Attached is a list of Board training opportunities this August conducted by SDAO.
- Miles Pengilly, a Senior VP and a key part of the team of Thorn Run Partners will be leaving the firm to work for Metro in Portland. Miles has played a big part in in advocating for bridge replacement legislation and appropriations in Salem. Katy McDowell, a TRP Vice-President will begin to assume a more active role in future bridge replacement efforts.



- Attached is the final FY 21/22 Executive Director Work Plan reflecting progress on goals and tasks through the end of the fiscal year.

Recreation/Marina

- Following email notification to Boathouse tenants, water to the Boathouse Dock was shut off on June 8. Tenants were also notified that water would not be restored until all plumbing fixtures were disconnected. On June 13, staff sent the attached email to Department of Environmental Quality (DEQ) staff asking for clarification as to whether self-report is required and how to complete that process. To date, staff has not received response but continues to reach out to both DEQ and OSMB to ensure compliance and fulfillment of Port obligations. Next steps will be taken based on DEQ direction.
- The Sandbar Café, a fixture on the Cruise Ship Dock for several years, will not open again. They were not able to meet the trailer requirements established by the Hood River County Health Department without investing a fair amount of money into the cart, and they are not prepared to do that. The owner has decided to move the food cart to the coast and seeks to be released from the Concession Agreement.
- Pacific Northwest Search & Rescue is starting up a water safety program on weekends this summer that will include an 18' rescue boat. Local Doctor Chris VanTilberg is helping to coordinate along with the HR Sheriff's Department. This group will also be working with Wyld Wind & Water to teach water safety at the Event Site.
- The following events are scheduled on the Waterfront over the next few weeks:

6/20/2022	6/20/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	9-2	15
6/26/2022	6/26/2022	Votex Paddle Series #2	Waterfront Park/ Jensen West Parking	Sunday 8am-3pm	25
6/27/2022	6/27/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	9-2	15
7/3/2022	7/3/2022	CGWA Gear Swap	Lot #1	6:30am-1pm	300
7/4/2022	7/4/2022	Lions Club Eyeopener Fireworks	Waterfront	Spit closed the day before and the	10,0000
7/5/2022	7/5/2022	Wet Planet Kayak School- Kids Camp	Marina Beach	9-2	28
7/8/2022	7/10/2022	KB4C (Kiteboard for Cancer)	Event Site	Friday-Sunday 8am- 8pm	500
7/9/2022	7/9/2022	Silent Disco Dance	Waterfront Park Amphitheater Lawn	4pm-9pm	?
7/9/2022	7/9/2022	Bass Fishing Tournament	Marina Boat Ramp/Guest Dock	Saturday all day	40 boats

Development/Property

- The Urban Renewal Advisory Committee (URAC) meeting has been rescheduled to June 23. At that meeting, I have been asked to present background on the Waterfront URA and the work scope with Elaine Howard to evaluate future alternatives. The matter is also on the agenda for consideration at the July 11 Hood River Urban Renewal Agency Board meeting. Note that Wil Norris, Assistant City Manager, will be leaving to take a job in Portland. Will has been a key part of managing the three Hood River urban renewal districts and the planning effort for the new Westside URA.
- As previously mentioned, Best Defense, the private night time security firm we have utilized for evening surveillance of the Waterfront will not be renewing their contract at the end of June. We have not yet identified an alternative for this service. Port staff assumed responsibility for gate closures and bathroom lock ups at 9:00pm on June 15th.

Airport

- Attached is the May report from FBO Tac-Aero.

Bridge/Transportation

- The Bridge Approach Rehabilitation Project is now scheduled to occur over three days June 24, 25 and 26. Public notification is ongoing. Toll staff who would otherwise work on those days will receive paid time off. Facilities staff will take the closure opportunity to repair the damaged column at the Toll Plaza.
- The Port of Cascade Locks has released public notification that they will raise tolls on The Bridge of the Gods starting July 1. See attached press release.
- Lumen has submitted a draft plan to repair their cable crossing above the lift span. We have forwarded the plan to Coffman Engineers for review.
- Final plans for the Oregon approach lateral bracing are complete. The next step is for Port staff to take field measurements to verify the bay channel lengths and to verify offset distances from the pier. Piece lengths and count will then be compiled, reviewed, and sent out for fabrication.
- David Evans & Associates is again under contract with ODOT for the 2022 Fracture Critical inspection of the Bridge. The work is scheduled to start July 25 (Monday). Safety meeting will be Friday the 22nd. No traffic impacts are expected.

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From: [Pacific Northwest Waterways Association](#)
To: [Genevieve Scholl](#)
Subject: PNWA Nor'wester
Date: Wednesday, June 15, 2022 11:14:29 AM



Nor'wester newsletter

Issue #820 | June 15, 2022

[PNWA Website](#)

[About PNWA](#)

[Action Agenda](#)

[PNWA Events](#)

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In This Issue

- [Online Registration for PNWA Summer Conference Closes Today!](#)
- [NOAA Fisheries Invites Public Comment on New Draft Equity and Environmental Justice Strategy](#)
- [WSDOT Requests Responses to State Freight System Plan Survey](#)
- [Marine Ferry built at the Port of Skagit Christened in San Francisco Bay](#)
- [Port of Longview seeks Chief Operating Officer](#)
- [Merchants Exchange Hiring: Association Account Specialist](#)
- [White House, USDOT Appoint New Port and Supply Chain Envoy to Work on Supply Chain Disruptions](#)

Online Registration for PNWA Summer Conference Closes Today!

The PNWA Summer Conference will kick off next week, on Tuesday June 21st. We will be closing our online registration option today, so register to secure your spot! If you miss the date for online registration but would still like to attend, please contact [Randi Besser](#).

[Click to review our Final Draft Conference Schedule!](#)

Door prize drawing

Our ever-popular door prize drawing will be held during the speaker on Wednesday, June 22. **Don't forget to bring your door prize and your business card for this fun annual tradition!** Please bring your door prize to the meeting on Wednesday, June 22nd and either place it on the table to the left of the riser or leave it with a PNWA staff member.

Past drawings have featured goody baskets, Northwest wines, gift cards, logo wear and – of course – Cougar Gold cheese!

Sponsorship

Whether you're already a sponsor for this year's Summer Conference or are planning your sponsorship, let us know ASAP if you want a display table! Space is limited; reach out to [Randi Besser](#) today to reserve.

We look forward to seeing you in Spokane next week!

NOAA Fisheries Invites Public Comment on New Draft Equity and Environmental Justice Strategy



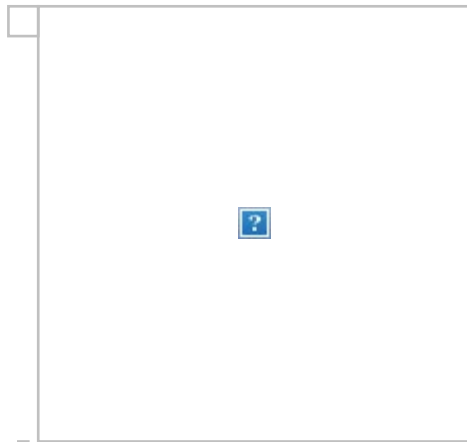
NOAA Fisheries has shared its first draft [Equity and Environmental Justice Strategy](#) and is seeking public review and comments. The goal of this strategy is to “to serve stakeholders equitably by engaging underserved communities in the science, conservation, and management of the nation’s ocean resources and their habitat.” Along with digital materials, NOAA will also host four webinars on the strategy, during which it will accept comments. Additional in-person meetings and opportunities to comment via phone will be announced on a rolling basis once details are finalized. Public comments will be **accepted through August 19, 2022.**

To review the draft strategy, find information about public involvement and submit comments, [click here](#).

WSDOT Requests Responses to State Freight System Plan Survey

WSDOT is updating its Freight System Plan and is seeking responses to a short survey to share how stakeholders, businesses, and families rely on the freight transportation system.

The goal is to understand impacts of freight movement to inform a Plan update, which happens every five years. Washington’s freight system is made up of trucks, ships, planes, trains, delivery vehicles, and warehouses that supply us with all our material needs. The freight system affects residents, businesses, and consumers every day—from how packages are delivered, the availability of goods, prices in stores, and jobs created. These systems can also create impacts to communities, such as traffic congestion, land-use planning and greenhouse gas emissions.

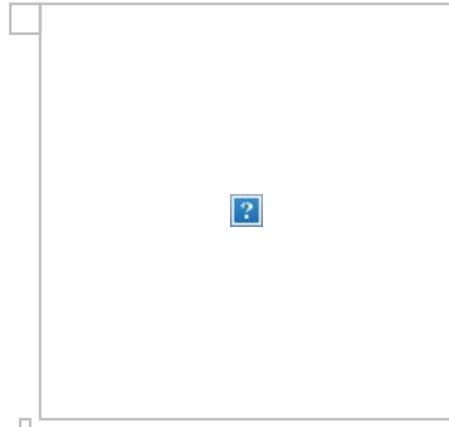


For more information on the update and to complete the survey, visit: [Freight System](#)

Marine Ferry built at the Port of Skagit Christened in San Francisco Bay

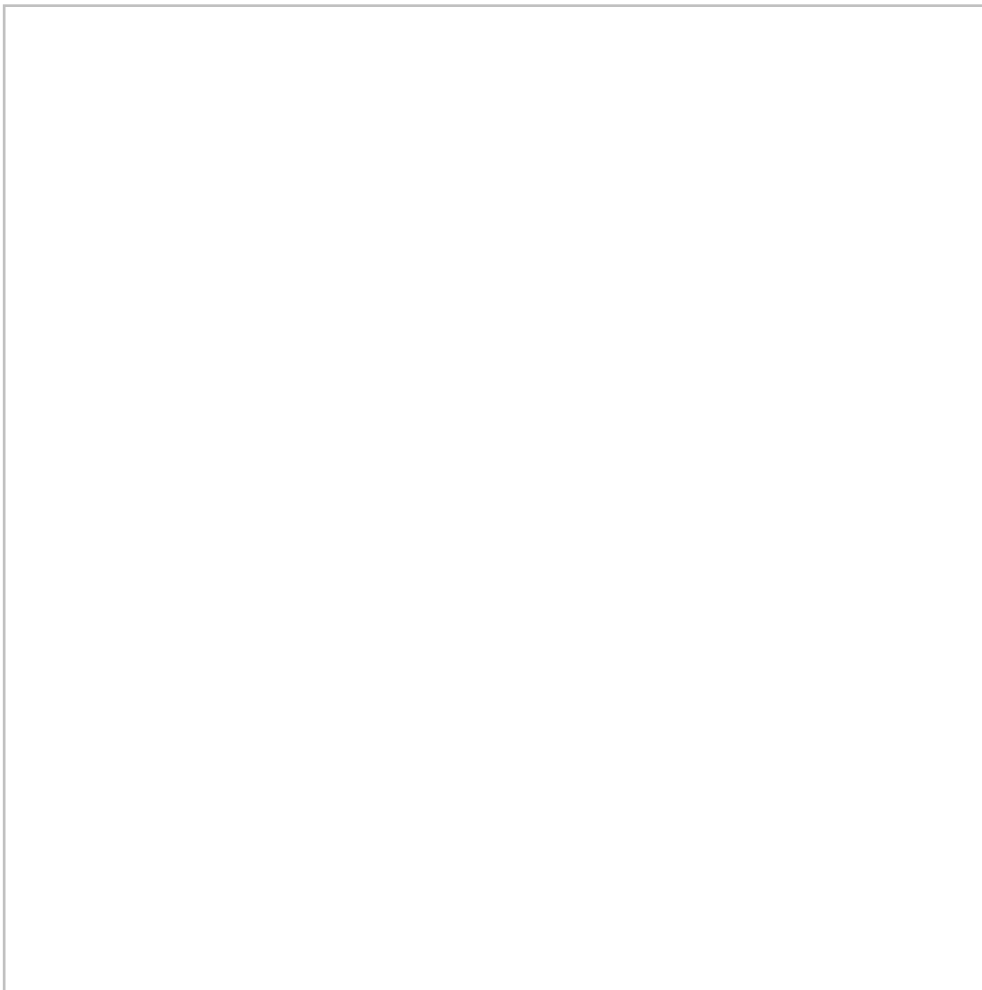
A new high-speed passenger ferry built by Mavrik Marine—a Port of Skagit tenant in La Conner, Washington—has arrived in San Francisco.

The MV Dorado, which was built at and delivered from the La Conner Marina, was christened in a public ceremony at the Port of San Francisco on May 27. It's the newest high-speed passenger ferry in the fleet of the San Francisco Bay Area Water Emergency Transportation Authority (WETA). The MV Dorado has a 320-passenger capacity and a service speed of 36 knots, making it the fastest vessel in WETA's fleet.



In 2021, Mavrik Marine and Port of Skagit held a ribbon-cutting event to mark the opening of Mavrik Marine's newly expanded facility at the La Conner Marina—a facility that was built large enough to house the construction of the 140-foot vessel. It is exciting to see such high caliber vessels coming out of our region to serve maritime industries across the country.

To read the full press release, visit [Press Release: Mavrik Marine Ferry Christened in San Francisco Bay - News - Burlington Chamber of Commerce, WA \(burlington-chamber.com\)](https://www.burlingtonchamber.com/news/press-release-mavrik-marine-ferry-christened-in-san-francisco-bay)

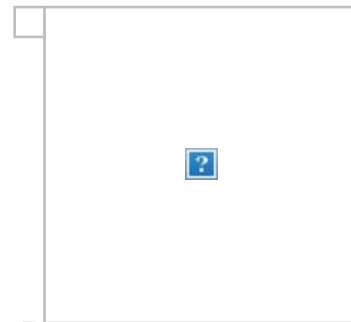


Port of Longview seeks Chief Operating Officer

The Port of Longview is seeking a Chief Operating Officer (COO) to develop, oversee, and integrate the overall direction and management of the operational functions at the Port. The COO provides the leadership, management, and support necessary for Port operations, and serves as a member of the Port's executive team.

This position requires a bachelor's degree in a related field and at least ten years of progressively more responsible managerial experience, as well as demonstrated skill in integrating cross-functional teams.

Learn more and apply at www.governmentjobs.com/careers/portoflongview.



Merchants Exchange Hiring: Association Account Specialist



The Merchants Exchange is seeking a detail-oriented and personable self-starter to join the team at their downtown Portland office as an Association Account Specialist.

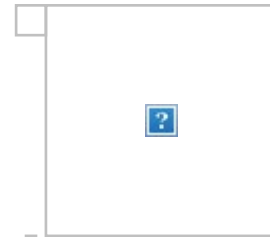
Successful candidates will typically have either a four-year college degree and/or at least three years of experience in program management, event planning, and administrative support, including experience working with sensitive or confidential information.

This recruitment is being coordinated by Cascade Employers Association on behalf of the Merchants Exchange. All inquiries and applications should be addressed to Trudy Hylemon at recruitment@cascadeemployers.com.

For more information and to submit an application visit: [Apply now through LinkedIn](#)

White House, USDOT Appoint New Port and Supply Chain Envoy to Work on Supply Chain Disruptions

The White House and the U.S. Department of Transportation (USDOT) have announced that General Stephen R. Lyons (U.S. Army, retired), former Commander of the U.S. Transportation Command, will be the new Port and Supply Chain Envoy to the Biden-Harris Administration Supply Chain Disruptions Task Force. General Lyons will work with the USDOT, the White House National Economic Council, ports, rail, trucking and other private companies across our supply chains to continue to address bottlenecks, speed up the movement of goods, and help lower costs for American families.



[For more information, click here.](#)

[PNWA Website](#)

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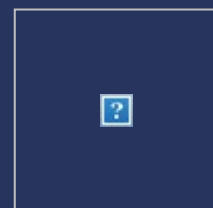
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@PNWaterways



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From: [SDAO News](#)
To: [Genevieve Scholl](#)
Subject: SDAO Weekly Update: June 14, 2022
Date: Tuesday, June 14, 2022 2:41:39 PM

If this e-mail does not display properly or if you have difficulty opening any links, click here to open the [online version](#).



Placeholder



CALENDAR

SDAO/SDIS Trainings and Events

Risk Management Hot Topics Conversation & Networking

Jun 21 | White City
Oct. 12 | Coos Bay
[Register now!](#)

Risk Management Back to Basics and Current Hot Topics Training Series

July 13
Sept 20
Nov 16
All dates will be held in Salem and Virtually
[Register now!](#)

Board of Directors & Management Staff

Aug 3 | Pendleton
Aug 6 | Cottage Grove
Aug 17 | Medford
Aug 22 | Redmond
Aug 30 | Newport
Aug 31 | Salem/Virtual
[Register now!](#)

Save the Date

SDAO Summer

Weekly Update 6.14.22

SDAO/SDIS Announcements

Register now for the SDAO Board of Directors and Management Staff Training Series

Attorney Eileen Eakins and SDAO Senior Consultant George Dunkel will be traveling across the state to deliver their full-day training tailored to special district board members and management staff. Eileen and George will provide a comprehensive overview of laws and regulations governing Oregon's special districts and the public officials that represent them. It is essential training for newly elected board members and newly appointed management staff, but even experienced individuals will benefit from this training. Trainings will run from 8:30am-4pm. If you are unable to attend in person, there will be one option to participate virtually on August 31st.

Dates, Times and Locations

All trainings will be from 8:30am-4pm with check in beginning at 8am

Aug. 3 | Pendleton – Pendleton Convention Center
Aug. 16 | Cottage Grove – Cottage Grove Events Venue
Aug. 17 | Ashland – Ashland Springs Hotel
Aug. 22 | Redmond – Eagle Crest Resort
Aug. 30 | Newport – Best Western Agate Beach Inn
Aug. 31 | Salem - Chemeketa Eola (Virtual Option)

Cost

\$75 – In Person (includes lunch, coffee and course materials)
\$15 – Virtual Option (August 31st only)

[Register now!](#)

There is still time to register for the Risk Management Hot Topics Conversation and Networking Event!

Join the SDAO Risk Management Team to discuss current risk management hot topics and get to know other SDAO members in your area. Each area of Oregon has unique geographical risk issues ranging from the coast to the valley to the mountains of the central and eastern parts of the state. These interactive sessions are designed to help our team target these issues and

Conference & Awards Banquet
Sept 15 | Salem

SDAO Member Scholarship Golf Tournament
Sept 16 | Newberg

Dates, times and locations subject to change. All changes will be communicated in advance to registrants and members via email and our website.

Other Trainings and Events

Managing Stormwater in Oregon
June 16 | Salem

[Register now!](#)

BOLI

Visit the [BOLI website](#) for information about upcoming trainings.

[Click here for BOLI seminar information](#)
[Click here for BOLI seminar registration information.](#)

Have an event coming up? Share it with SDAO members. Email event information to [SDAO Member Services](#).

Member Classifieds
[Tualatin Valley Fire & Rescue - Senior Financial Analyst](#)

[Tualatin Valley Fire & Rescue - Paramedic](#)

[Multnomah County Drainage District - Associate District Counsel](#)

[Multnomah County Drainage District - Operations &](#)

develop resources for you, specific to your area. We invite you to come prepared to discuss struggles that your district is facing and collaborate with others in your area.

Time: 9am-11am

Dates/Location:

Jun. 21 | White City - Jackson County Fire District #3

Oct. 12 | Coos Bay - Oregon International Port of Coos Bay

[Learn more and register now!](#)

Other Announcements

NSDC Federal Legislative Update - Week of June 13th

National Special Districts Coalition

Congress is in session this week. The action driving the week is a bipartisan agreement on a "framework" for a gun-control package. The deal agreed to by a group of 20 senators (10 Democrats and 10 Republicans), led by Sens. Chris Murphy (D-CT), John Cornyn (R-TX), Kyrsten Sinema (D-AZ), and Thom Tillis (R-NC), would feature the most significant changes to federal gun laws since the assault weapons ban of 1994. Specifically, the package would aid states in setting up their own "red flag" laws, provide billions in funding for mental health and school safety resources, close the "boyfriend loophole," add limits to illegal weapons trafficking, enhance background checks for buyers under 21, increase scrutiny on gun sellers evading licensing requirements, and other measures. The joint statement from the working group of 20 senators said of the deal, "our plan saves lives while also protecting the constitutional rights of law-abiding Americans." The framework is said to have the 10 Senate Republican votes needed to reach the 60-vote threshold to overcome a filibuster in the Senate, and some speculate the number could grow to as high as 20. The announcement on Sunday marks a critical first step, and now lawmakers must write and unveil the text of the legislation, expected in the next few days. To pass this legislation before the July 4th recess, Senate Majority Leader Chuck Schumer (D-NY) will need to bring the bill to the floor by the end of this week to clear all procedural hurdles. [Read more...](#)

Executive Order No. 22-10 - drought state of emergency

Oregon Office of Emergency Management

This week, the governor signed Executive Order No. 22-10, Determination of State of Emergency in Multiple Counties Due to the Need for Statewide Coordination to Address Persistent Extreme Drought Conditions. Through this executive order, OEM is designated to lead statewide coordination and planning for emergency issues related to drought. The executive order can be downloaded from https://www.oregon.gov/gov/eo/eo_22-10.pdf.

All counties with current state-level drought declarations under ORS 536.740 are included in the state of emergency declared through EO No. 22-10. Additional counties that receive state-level declarations under ORS 536.740 through Dec. 31, 2022, automatically will be included in the state of emergency through EO No. 22-10.

State planning and coordination efforts related to EO No. 22-10 are underway. We'll share additional information about the executive order, state planning and coordination efforts, and local planning guidance by early next week.

Oregon DEQ Request for Applications: CMAQ Grant

Oregon Department of Environmental Quality

Oregon Department of Environmental Quality is seeking applications for diesel reduction projects from public agencies, cities, counties, Metropolitan Planning Organizations (MPO) and Local Public Agencies (LPA), and school

[Maintenance Assistant Technician](#)

[Multnomah County Drainage District - Communications & Outreach Intern](#)

[Keno RFPD - Fire Chief](#)

[Amity fire District - Fire Chief](#)

[Clackamas River Water - Senior Finance & Accounting Specialist](#)

[Columbia River PUD - Field Engineer I/II](#)

[Medford Irrigation District - Relief Ditch Rider](#)

[Tumalo Irrigation District - Maintenance/Ditch Rider](#)

[Marion County Fire District No. 1 - Firefighter/Paramedic](#)

[Marion County Fire District No. 1 - Human Resources Analyst](#)

[Santiam Water Control District - Office Manager](#)

[Marion County Fire District No. 1 - Project Internship](#)

[Columbia 9-1-1 Communications District - Chief Financial Officer](#)

[Port of Hood River - Chief Financial Officer](#)

[Marion County Fire District No. 1 - Financial Accounting Specialist](#)

[Tualatin Valley Fire & Rescue - Service Desk Specialist](#)

[Marion County Fire District No. 1 - Single](#)

districts in the Portland Metro; Salem-Keizer; Central Lane; Rogue Valley (Medford); Middle Rogue (Grants Pass); Klamath Falls; La Grande; Lakeview; and Oakridge areas.

Non-profit organizations and other private entities are eligible to apply for Congestion Mitigation and Air Quality (CMAQ) Improvement funds if they apply with the local Metropolitan Planning Organizations, Local Public Agencies, municipalities, or counties. For further information on CMAQ requirements for public-private partnerships please see the Section 4.C. of the [CMAQ guidance document](#). DEQ strongly encourages private-public sector collaborations and project proposals.

CMAQ award recipients must provide 20% match of the total project cost using non-federal dollars.

DEQ will award up to \$3.3 million over the 2021 – 2023 biennium.

For more information on eligible projects, informational webinar, and timeline, please visit the [DEQ CMAQ webpage](#) and review the Request for Applications.

Public invited to comment on draft tolling policy amendment

Oregon Department of Transportation

The public is invited to review a draft amendment to the Oregon Highway Plan that will guide the state in using tolling as a way to raise funds for transportation system improvements. The comment period is **open until August 1**. Read the draft amendment here (PDF): [OHP Policy Amendment Draft for Public Review.pdf \(oregon.gov\)](#).

An informational webinar about the draft amendment is scheduled for June 30, and a public hearing will be held on July 20 at 1 p.m. Information on how to access these events will be [posted on the website](#) when details are available.

The Oregon Highway Plan has an existing policy section on tolling. This draft policy amendment proposes an update to that section, which is "Goal No. 6: Tolling." The draft amendment is intended to modernize the state's pricing and tolling policy. It defines terms, such as congestion pricing, and it offers guidance for the use of revenue and setting rates (but it does not set rates). It also provides the Oregon Transportation Commission with clearer direction for decision making. There are 15 policies in the draft amendment, each with actions to guide implementing the policy. [Learn more...](#)

REMINDER: Medium- and Heavy-Duty Vehicle One-Time Fleet Reporting Due June 30

Oregon Department of Environmental Quality

REMINDER: If you are a fleet owner, business, government agency, municipality or broker with a fleet of five or more medium- or heavy-duty vehicles in Oregon, you must submit fleet reporting information by June 30, 2022.

The [Oregon Department of Environmental Quality](#) recently adopted a one-time reporting requirement for entities and government fleets that own, operate or direct the movement of vehicles with a gross vehicle weight rating greater than 8,500 lbs. This applies to vehicles such as trucks, buses or delivery vans.

The information collected through this process will help inform DEQ about potential infrastructure and funding needs, as well as the development of future policies and recommendations to transition to zero-emission medium- and heavy-duty vehicle fleets.

Visit [DEQ's Medium- and Heavy-Duty One-Time Fleet Reporting web page](#)

[Role Paramedic](#)

[Marion County Fire District No. 1 - Firefighter/Paramedic](#)

Affiliate Classifieds
[Westside Economic Alliance - Executive Director](#)

Have a classified you'd like to post? Email your posting to [SDAO Member Services](#). It is free for SDAO members and will be advertised on our website and weekly email update.

NSDC Grants Update
New Grant Opportunities

- Department of Agriculture. FY 2022 Urban Agriculture and Innovation Production Competitive Grants Program. [Click here](#) for more information.
- Department of Agriculture. FY 2022 Composting and Food Waste Reduction Pilot Program. [Click here](#) for more information.
- Department of Housing and Urban Development. FY 2022 Foster Youth to Independence Initiative. [Click here](#) for more information.
- Library of Congress. FY 2022 Of the People - Widening the

for more details on who must participate and what information is required. You can also review the [fact sheet](#) and watch a [guidance video](#) with instructions on how to complete the reporting form.

For the Medium- and Heavy-Duty One Time Fleet Reporting Form – [Start Here](#)

For questions, please email mhd.fleetreporting@deq.oregon.gov.

OEM Weekly Watch Report for June 13, 2022

Oregon Office of Emergency Management

The [June 13, 2022 Weekly Watch Report](#) is now available. This issue includes:

- State Activates ECC to Support Morrow County
- Lessons Learned from the 2021 Heat Dome and Climate Change
- DHS Issues National Terrorism Advisory System Bulletin
- National Weather Service 2022 Summer Outlook
- And more!

[Read now!](#)

Near Space Corporation supports a NW Regional Disaster Preparedness Organization to develop UAS training program and procedures

NSC Space Corporation | April 26, 2022

Near Space Corporation (Tillamook UAS) has partnered with the Scappoose Fire District and the Regional Disaster Preparedness Organization (RDPO) to attain the necessary waivers for their UAS Public Safety Aviation Program. The District and NSC developed a training and certification program as well as a tracking database for the pilots and aircraft. [Read more..](#)

Announcing OSFM Grant Programs

Office of State Fire Marshal

Our office is pleased to announce a series of open and upcoming grants OSFM designed for the Oregon fire service, local governments, communities, and community members. Our office has spent the last year working with our stakeholders, response partners, and the public to evaluate the best way to build our programs and meet the needs of those we serve.

We will send more information on each grant with the application process, materials, optional educational clinics, and eligibility requirements. Below for your reference is a list of current and planned grant programs with tentative opening timeframes. For any further questions relating to grants, please don't hesitate to reach out to me or our grants manager, Shaun Parkman, at OSFM.grants@osp.oregon.gov.

[Office of State Fire Marshal Grants](#)

Managing Stormwater in Oregon: Register now!

Northwest Environmental Business Council

Join us for Oregon's leading stormwater management conference!

This signature annual event convenes regulated companies, solution providers, and government agencies to explore current topics, best practices, and the most effective solutions in stormwater management.

Attendees can earn CEUs and network with stakeholders working in the stormwater sector. Also featuring a trade show where the region's top service and technical stormwater solution providers will be available with information about their products and services.

June 16, 2022 | 8am-6pm
Salem Convention Center

Path:
Connecting
Communities
Digital Initiative
- Libraries,
Archives, and
Museums. [Click
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Track A: Stormwater Fundamentals
Track B: Industrial Stormwater Treatment
Track C: Municipal & Green Infrastructure
Track D: Cross-cutting Issues

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Placeholder



June 7 - June 13

General

No news.

At-Large Districts

[Lake Health District EMS acquires new life-saving equipment](#)

Lake County Examiner | 06.13.2022

[Summer Reading Program: Author visit launches series](#)

St. Helens Chief | 06.12.2022

[Southern Coos Health District Board approves strategic plan](#)

Coos Bay World | 06.09.2022

Fire Districts

[Redmond firehouse gets special new kitchen table, crafted by Redmond HS students](#)

KTVZ FM (Bend) | 06.13.2022

[Experts share tips on how to keep your home safe from wildfire](#)

KOBI NBC 5 Medford | 06.10.2022

[East Umatilla Fire & Rescue readies for new fire station in Weston](#)

Walla Walla Union Bulletin | 06.09.2022

Irrigation Districts

[Rogue River basin nearly full for 1st time in 3 years](#)

KTVZ FM (Bend) | 06.09.2022

Park & Recreation Districts

[JDCC Parks and Recreation offering summer food program for Grant County kids](#)

Blue Mountain Eagle | 06.10.2022

[Summer fun heats up at BPRD with free fitness week, health fair's return](#)

KTVZ FM (Bend) | 06.10.2022

[Willamalane, Eugene Rec offer summer 1PASS for youth](#)

KMTR 16 NBC Eugene | 06.10.2022

Port Districts

No news.

Sanitary District

No news.

Water Districts

No news.

Please visit the [SDAO website](#) for more member news.

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Final: June 21, 2022

(Original Work Plan Approved by Commission on 8/24/21)

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

CENTRAL SERVICES

GOAL 1: ENSURE ALL OPERATIONS CONDUCTED BY PORT STAFF AND CONTRACTORS ARE DONE IN A SAFE MANNER.

GOAL 2: ENSURE THAT FINANCIAL AND STAFF RESOURCES ARE DEPLOYED EFFECTIVELY, WITH A HIGH DEGREE OF FORESIGHT AND IN ANTICIPATION OF FUTURE PORT NEEDS.

GOAL 3: EVALUATE PORT PUBLIC ENGAGEMENT POLICIES AND PROGRAMS AND PROVIDE RECOMMENDATIONS FOR ACTIONS TO ENHANCE AND EXPAND PUBLIC ENGAGEMENT GENERALLY, AND TO ADDRESS DIVERSITY, EQUITY, AND INCLUSION (DEI) CONSIDERATIONS IN ALL POLICY AND INVESTMENT DECISIONS.

GOAL 4: MAINTAIN AND IMPROVE ENGAGEMENT AND COLLABORATION WITH PORT PARTNERS TO LEVERAGE INVESTMENTS AND PURSUE SERVICE EFFICIENCIES.

GOAL 5: PREPARE SUCCESSION PLAN FOR SENIOR LEADERSHIP RETIREMENTS AND STRUCTURE THE ORGANIZATION CHART TO ANTICIPATE THESE TRANSITIONS

GOAL 6: ENSURE THE PORT WORK ENVIRONMENT IS ONE WHERE STAFF CAN GROW PROFESSIONALLY AND FEEL THAT THE PORT IS AN EXCELLENT PLACE TO WORK.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Draft a policy that states any employee can stop work if unsafe conditions exist and brief employees, and highlight safety topics at weekly Port staff and monthly Safety Committee meetings to increase awareness of work safety issues and best practices for a safe work environment.</p> <p><i>Work safety topics are highlighted at each Safety Committee and staff meeting. Stop work directive written and conveyed to all staff on December 28, 2021.</i></p>	5/1/22	COMPLETE
<p>2. Prepare a “Fiscal Sustainability Model” that describes prior and potential future actions and timeframes to reduce reliance on bridge revenue over the next 5 years. Present to Commission for discussion and direction as part of FY 22/23 Budget.</p> <p><i>Issue paper prepared and presented at April 5, 2022 Spring Planning.</i></p>	2/15/22	COMPLETE

5. Purchase and install OpenMedia Foundation platform to enhance transparency and public participation in Port meetings.

OpenMedia platform purchased and tested. Ready for use when in-person meetings resume.

10/30/21

COMPLETE

8. Prepare a draft update to the Communications Plan and present to the Commission for discussion and direction.

Presented at Fall Planning Mtg. on 12/7/22.

3/15/22

COMPLETE

9. Complete formatting and printing of the 2021-26 Strategic Business Plan (SPB). Take steps to publicize and increase community awareness of the SBP.

9/30/21

COMPLETE

10. Update the board ~~& staff~~ training policy for Commission consideration.

Staff training is adequately described in Personnel Manual. Draft Board training policy forwarded to Personnel Committee on Jan. 14, 2022.

4/01/22

COMPLETE

11. Prepare draft update to Ordinance 24 addressing enforcement issues including towing & trespass for Commission consideration.

Initial discussion at 12/21/21 Fall Planning meeting. Counsel preparing summary of key issue and potential Ord. 24 changes.

4/15/22

UNDERWAY

12. Engage in regular communication with Commissioners through individual briefings at least once every two months.

Weekly lunches with Commissioners held and scheduled through review period.

6/30/22

COMPLETE

13. Prepare a revised evaluation form and process for annual performance review of the Executive Director for Commission consideration.

H.R. Answers retained on 11/9/21 to recommend form and content of E.D.

5/1/22

COMPLETE

evaluation form. Presented to Commission late January.

14. Implement modifications to the Port’s organizational structure, staff job descriptions and wage scales consistent with plan approved by the Commission on June 1, 2021.

12/15/21

COMPLETE

Two promotions & new Contracts Admin. position filled 1/15/22.

15. Develop and implement a plan to clarify human resource management functions.
Postponed. Emphasis now on selection of new CPA who will be part of plan development.

12/15/21

16. Develop an **approach** ~~scope and fee proposal~~ for an outside consultant for the Commission to obtain feedback from Port employees on workplace matters including safety, security, wellness, and general work environment.

11/30/21

COMPLETE

H.R. Answers retained on 11/9/21 to recommend form and content of staff survey. Survey completed in March and presented to Commission.

17. Provide confirmation that ED has taken at least 120 hours of vacation.

6/15/22

COMPLETE

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

BRIDGE AND OTHER TRANSPORTATION

GOAL 1: ENSURE ONGOING OPERATION AND MAINTENANCE OF THE EXISTING BRIDGE AND IMPLEMENT MEASURES AND TASKS AS LISTED IN THE CAPITAL MAINTENANCE PLAN.

GOAL 2: FACILITATE PORT ENGAGEMENT TO ASSIST IN ALL REASONABLE EFFORTS TO REPLACE THE BRIDGE FOLLOWING THE TASKS IDENTIFIED IN THE BI-STATE WORKING GROUP MEMO OF UNDERSTANDING (MOU) BY REMOVING BARRIERS TO SUCCESS IN ALL POTENTIAL PATHWAYS FORWARD FOR BRIDGE REPLACEMENT.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Complete plans, specifications, cost estimate and construction schedule for replacement of wire ropes.</p> <p><i>WJE delivered completed materials by January 25. Work scheduled for fall, 2022.</i></p>	<p>1/10/22</p>	<p>COMPLETE</p>

2. Complete annual update the Bridge Capital Maintenance Plan to ensure the bridge is safe by using engineering-based evaluations to plan and implement needed capital and capital maintenance projects.

2/15/22

COMPLETE

Presented at Fall Planning Work Session on 12/7/21. CMP will be updated again for Spring Planning Work Session.

3. Ensure completion of plans & specifications, manage bid process and schedule re-paving of Bridge approach ramps.

6/15/22

COMPLETE

Plans complete. Bid process completed May 3. Work Construction expected in May/June, 2022.

4. Complete live load testing and ODOT review, identify reinforcement actions and cost estimates and prepare recommendations to the Commission for potential restoration of the 80 k Bridge weight limit.

1/15/22

COMPLETE

Engineer's analysis of test results, potential actions and cost estimates underway. Recommendations presented and action taken by Commission on April 19.

5. Prepare draft legislation to authorize creation of a Bi-State Bridge Authority and file for consideration in the Oregon & Washington legislatures during the 2022 short sessions.

2/1/22

COMPLETE

Draft legislation filed in both legislatures. Advocacy efforts ongoing through Feb./March.

6. Complete agreement necessary to obtain \$5 million in funding from State of Washington for bridge replacement tasks.

3/1/22

COMPLETE

Completed and presented to Commission for approval at January 18, 2022 regular meeting.

7. Finalize a scope of work, complete solicitation, evaluation, and selection process to identify a Bridge Replacement Project

5/1/22

COMPLETE

Manager (BRM) for Phase II bridge replacement efforts.

RFP issued April 6 and responses back April 22. Final selection complete.

8. Finalize a scope of work, complete solicitation, evaluation and selection process to identify a Design Engineer for Bridge replacement.

Schedule dependent on selection and start up of RBMC. This selection process may not occur until the Fall 2022.

9. Achieve 100% completion of the FEIS/NEPA process and secure Record of Decision.

FHWA decision to require compensation agreements with four Treaty Tribes means securing of ROD is likely postponed until fall 2022 or later.

10. Prepare an outreach and communication plan to inform trucking entities of the damage caused to the Bridge by excessive speed.

Information flyer distributed to trucking companies and major bridge users in October.

5/1/22

ADJUST TIMELINE

3/15/22

ADJUST TIMELINE

10/30/21

COMPLETE

**2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:
KEN JERNSTEDT AIRFIELD**

GOAL 1: IMPLEMENT AND MAINTAIN PROGRAMS AND POLICIES THAT ACHIEVE THE PORT VISION FOR THE AIRFIELD AS ONE THAT OFFERS SAFE, EFFICIENT, AND ATTRACTIVE AVIATION FACILITIES AND SERVICES CONSISTENT WITH FAA B-2 DESIGNATION TO PILOTS, RESIDENTS, BUSINESSES, AND VISITORS.

GOAL 2: ENSURE THE AIRFIELD FULFILLS ITS MISSION TO SUPPORT GENERAL AVIATION, EMERGENCY RESPONSE, EDUCATION, AND ECONOMIC DEVELOPMENT GOALS BALANCED WITH THE NEEDS OF THE SURROUNDING COMMUNITY.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Complete installation of AV Gas Tank and point-of-sale system on the N. ramp.	11/01/21	COMPLETE

Tank shipment date was delayed by manufacturer. Installation date uncertain but should occur by June 30, 2022.

3. Complete architectural plans, cost estimate, pro forma and marketing plan for a Commercial Hangar and make a recommendation to the Commission about proceeding to construction.

No build recommendation presented to Commission on April 19.

4. Complete evaluation of aviation tracking technologies, discuss with the AAC and bring action alternatives to the Commission for direction.

Multiple options reviewed with AAC and presented to Commission at 9/21/21 meeting. Informal approach using "Game Camera" selected. Additional effort to facilitate surveillance cameras now being evaluated.

5. Prepare summary assessment of ground lease issues for T-Hangar/Box Hangar development, discuss with the AAC and bring staff recommendations to the Commission for direction.

Staff analysis & recommendations presented to Commission at Fall Planning Work Session on 12/7/21.

6. Draft and prepare a contract with the firm selected to provide general and on-call engineering services for Commission consideration.

Selection process complete and contract with Precision Approach Engineering approved by Commission at 8/24/21 meeting.

7. Identify and implement a reporting, communication and oversight mechanism for activities of the Fixed Base Operator ("FBO") including monthly reports to the Commission.

12/30/21

COMPLETE

11/15/21

COMPLETE

11/15/21

COMPLETE

9/21/21

COMPLETE

9/30/21

COMPLETE

Report format prepared and monthly reports commenced in October 2021. Attached to ED Monthly report going forward. Additional FBO oversight will come from Property Manager and Facilities Director.

**2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:
REAL ESTATE DEVELOPMENT & MANAGEMENT**

GOAL 1: IMPLEMENT AND MAINTAIN 2018 REAL ESTATE INVESTMENT STRATEGY (REIS).

GOAL 2: ENSURE THAT THE PORT'S ROLE IN REGIONAL ECONOMIC DEVELOPMENT ACTIVITIES IS CLEARLY DEFINED. CONFIRM THAT THE OBJECTIVES ARE IDENTIFIED, AND ADEQUATE RESOURCES ARE IN PLACE TO BE SUCCESSFUL.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Update the Port of Hood River economic impact analysis including a detailed focus on airport activities.</p> <p><i>Recommend removal of task. Near term benefits of analysis limited. Business Oregon expected to conduct comprehensive impact analysis of Oregon Ports in 2023.</i></p>	6/30/22	REMOVE
<p>3. Negotiate a Memorandum of Understanding (MOU) with a development entity describing the terms and conditions for future development of Lot #900 and present to the Commission for possible action.</p> <p>Presentation to Commission on Feb. 1 and final decision occurred on February 18, 2022.</p>	1/15/22	COMPLETE
<p>4. Prepare DDA Amendment #9 regarding Expo Phase II for Commission review.</p> <p>Recommended Amendment #9 presented to Commission on April 19, 2022.</p>	10/15/21	COMPLETE
<p>5. Prepare plans/specifications, cost estimate and financing plan for construction of E. Anchor Way and seek Commission approval to initiate bidding and construction phases.</p> <p>Timeframe extended due to significant work on grant applications which will define scope. Draft RFP has been prepared.</p>	5/30/21	POSTPONED

6. Prepare and submit application to the Economic Development Agency (“EDA”) for grant funding for construction of N. 1st St. *Grant application completed, Commission approval occurred and submitted April.*

9/15/21

COMPLETE

7. Complete conceptual engineering plans and cost estimates, identify grant funding opportunities and make recommendation to the Commission about the feasibility of construction of N. 1st St.

5/30/21

COMPLETE

Concept plans and cost estimate complete. Presented to Commission and direction received on Sept. 21, 2021.

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

MARINA

GOAL 1: ENSURE REALIZATION OF THE VISION OF THE MARINA AS A MULTI-USE RECREATIONAL MARINA THAT IS SAFE, FUNCTIONAL, WELCOMING, AND ATTRACTIVE THAT SERVES THE NEEDS OF MARINA TENANTS, GUEST BOATERS, AND LOCAL RESIDENTS AND GROUPS, PARTICULARLY YOUTH PROGRAMS.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Complete plans, bid package and solicitation process and identify contractor for installation of new parallel boarding floats at the Public Boat Launch.</p> <p><i>Plans/specs complete. Bid process completed April 29. Contractor selected. Work expected to be complete October 2022.</i></p>	<p>6/30/22</p>	<p>COMPLETE</p>

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

WATERFRONT RECREATION

GOAL 1: ENSURE REALIZATION OF THE VISION OF PORT WATERFRONT RECREATIONAL TO MAINTAIN AND DEVELOP HIGH QUALITY RECREATIONAL SITES THAT PROMOTE RIVER ACCESS, ACTIVE RECREATION AND PASSIVE OPEN SPACE EXPERIENCES FOR COMMUNITY MEMBERS AND VISITORS WHILE SUPPORTING THE ECONOMIC DEVELOPMENT GOALS OF THE PORT DISTRICT.

GOAL 2: ENSURE BEST PRACTICE SAFETY PROTOCOLS AND SYSTEMS ARE IN PLACE AT ALL PORT WATERFRONT RECREATION FACILITIES AND CONTINUOUSLY EVALUATE SAFETY MEASURES ARE APPROPRIATELY MATCHED AND SIZED FOR THE CHANGING USES AND USER GROUPS AT EACH SITE.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Reconvene the Waterfront Rec. Committee with a renewed focus on user/visitor safety. Recruit public safety officials, local expert user groups, and outside expert consultants to conduct a full evaluation of current conditions and develop recommended actions.</p> <p><i>Committee membership approved and outside expert under contract. Work Session to be scheduled in Spring '22.</i></p>	11/31/21	COMPLETE
<p>2. Develop and install an integrated signage plan for the Waterfront trail system.</p> <p><i>Plans complete. Bid process and installation planned for July/August 2022.</i></p>	05/01/22	UNDERWAY
<p>3. Complete plans/permits and ensure substantial completion of a rigging areas at the Hook.</p> <p><i>Plans complete, contractor selected, pre-con meeting scheduled. Work expected to be completed by March 2022. Grant agencies notified of new completion schedule.</i></p>	12/15/21	COMPLETE

UNPLANNED INITIATIVES OR COMMISSION DIRECTIVES

THIS SECTION LISTS NEW, UNPLANNED EFFORTS AND APPROVED COMMISSION DIRECTIVES THAT OCCURRED THROUGHOUT THE REVIEW PERIOD.

ACTION	COMPLETION/DATE TARGET
<p>1. Carry out candidate search and selection process and hire a new CFO to replace retiring Fred Kowell.</p>	07/30/2022
<p>2. Complete Pier Cap and Underwater Inspections and present findings to Commission..</p>	COMPLETE 12/21/21
<p>3. Negotiate renewal of three Utility Easement Agreements on the bridge.</p>	07/30/2022

4. Retain outside counsel, prepare materials and ensure Board training occurs to provide Commissioners with proper and adequate information on Governance, legal risks and exposures, and ED Employment Contract.

COMPLETE
09/30/2021

TASKS REMOVED OR SUSPENDED BY DIRECTION OF THE COMMISSION
THIS SECTION LISTS TASKS INITIALLY INCLUDED ON THE WORK PLAN THAT HAVE BEEN REMOVED OR SUSPENDED BY DIRECTION OF THE COMMISSION

<p>6. Prepare and issue a Request for Qualifications (RFQ), complete evaluation process, and recommend a firm to serve as Port General Counsel.</p> <p><i>Effort suspended by Commission.</i></p>	<p>6/20/22</p>	<p><i>SUSPENDED</i></p>
<p>7. Prepare and issue a Request for Qualifications (RFQ), complete evaluation process and recommend a firm to serve as Auditor.</p> <p><i>Effort suspended by Commission.</i></p>	<p>3/20/22</p>	<p><i>SUSPENDED</i></p>
<p>4. Identify a staff/consultant structure to build redundancy in the Port’s existing management capabilities and technical skills related to tolling over the next three years.</p>	<p>4/15/22</p>	<p><i>SUSPENDED</i></p>
<p>10. Prepare a market assessment to evaluate the potential for selling Breezeby electronic tolling system services to other public entities within Oregon and prepare draft marketing materials for Commission consideration.</p> <p><i>Retirement of CFO Fred Kowell means that this goal will be postponed indefinitely.</i></p>	<p>6/30/22</p>	<p><i>SUSPENDED</i></p>

PRESS RELEASE

CONTACT

Olga Kaganova
General Manager
okaganova@portofcascadelocks.org



RELEASE DATE

Friday, June 10th, 2022

BRIDGE OF THE GODS TOLLS CHANGING JULY 1ST 2022

Cash Transactions and Commercial Vehicle Increases

Cascade Locks, OR, June 2022 – The Port of Cascade Locks intends to increase toll for The Bridge of the Gods effective July 1st, 2022. The last time tolls increased was in 2016. Since 2016, the Consumer Price Index (CPI) has increased by 19%. Added to this are: increased preservation needs on the bridge due to the aging structure, needed future planning, and decreased revenues.

Standard passenger vehicle BreezeBy electronic toll will remain unchanged at \$1.25, while those using Cash or Credit Card will now pay \$3.00/crossing. Other vehicle types will see an increase of \$1/axle and box trucks/RVs without trailers will be \$7 to reflect market rates more accurately. Visit <https://portofcascadelocks.org/bridge-of-the-gods/> for a complete listing of tolls.

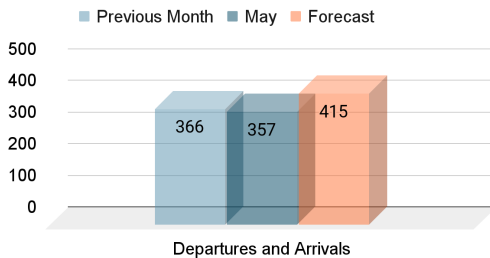
The Port of Cascade Locks encourages the local community to take advantage of the lower pricing available through the BreezeBy system. New BreezeBy accounts can be created online or in person at the Port of Hood River or Port of Cascade Locks offices. Once you create your account, your transponder device will be mailed within five business days. You will need your vehicle license plate number, make, model and year to set up your account.

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Airport Activity:

Slight decline in airport operations through the month of May due to periods of rain and reduced visibility. Forecasting an increase as weather becomes more and more favorable for flight operations approaching the summer.

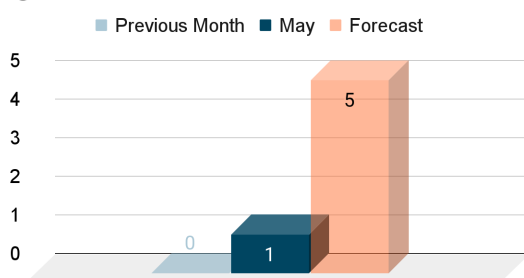
Aircraft Operations



Night Flights:

No exercises or large events were scheduled in May. 1 R&D flight flown. Anticipate normal tech flights in June and an upswing in night recoveries as fire season picks up.

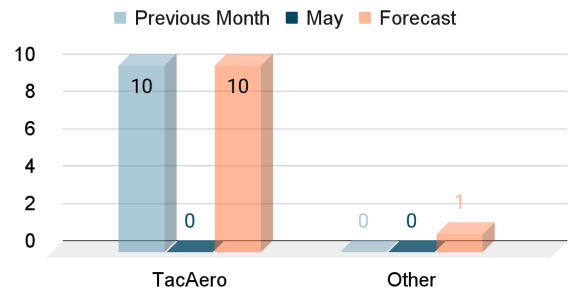
Night Events



Flight Training: No training flights were conducted at 4S2 in May. PPL flights were conducted at KDLS and tailwheel instructors / clients were occupied on various expedition events. Anticipate

approximately 10 training events in June.

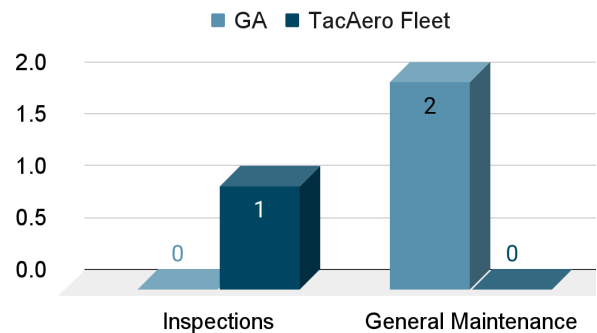
Flight Training Events



Maintenance Activity:

Paint and patch work completed for GA customers. Large inspection completed for HTA asset.

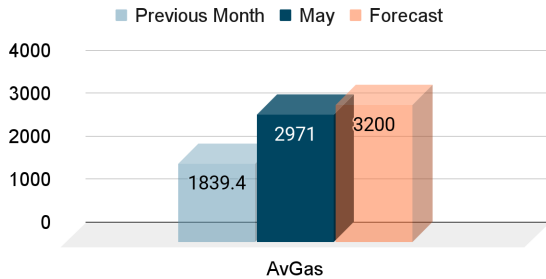
Maintenance Operations



Fuel Sales:

100LL fuel sales came in above what was predicted for May despite an overall decrease in airport activity. Fuel prices continue to rise steadily.

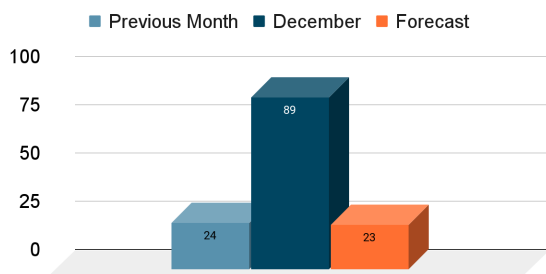
Fuel Sales (Gallons)



Fuel Flowage Fees:

New fuel tank has been delayed at the factory. No anticipated delivery date given. Fuel flowage fee schedule will go into effect at that time. This section will be dedicated to the communication of flowage fees when they are established. The following graphic contains fictitious data but is representative of the information that will be provided.

Flowage Fees

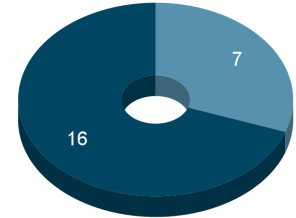


Tie Down Activity:

- 23 total spots.
- 70% utilization for May averaged.
- \$565 collected in May.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints taken by the FBO in May.

Pilot Feedback:

No pilot feedback supplied to the FBO in May.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25	Good	
Grass Strip	Good	
N. Ramp	Good	
S. Ramp	Good	
S. Gravel	Good	
Taxiways	Good	

Facilities:

	Condition	Notes.
N. Hangars	Good	
S. Hangars	Good	
FBO	Good	
MX Hangar	Good	



Ops Hangar		
Collins Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

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From: [Port of Hood River](#)
To: "navarro.jeffrey@deg.state.or.us"
Bcc: [Daryl Stafford](#); "[mmcelwee@portofhoodriver.com](#)"; [Anna Cavalieri](#)
Subject: DEQ compliance/reporting question
Date: Monday, June 13, 2022 4:09:00 PM

Dear Mr. Navarro -

I am the Marina Manager for the Port of Hood River and found your contact info on forms page of the DEQ website while seeking information and help with a compliance question.

The Port has eleven boathouses in our Marina. One tenant recently removed their boathouse because it was in a deteriorated state. The tenant submitted architectural plans for a replacement for Port approval as required by the terms of the tenant's boathouse moorage lease agreement. While researching current information for building standards for boathouses in Oregon, we discovered an inconsistency between the Port's boathouse moorage lease language and DEQ rules.

Our Marina has a single boathouse dock with water stubs provided to each boathouse for tenant use. This boathouse dock does not have a gravity or pressure sewer system. Our current boathouse moorage lease document states that tenants must "... dispose of sewage and greywater only through an on-shore sanitary sewer system and in conformance with DEQ regulations." We now realize this is not allowed because the boathouses aren't continuously connected to a DEQ approved sewage system. In response, the Port has taken the following actions:

- Shut off all water to the boathouse dock on June 8th.
- Informed boathouse tenants they must disconnect/remove any plumbing fixtures completely.
- Notified Oregon State Marine Board Clean Marina Program Director Glen Dolphin of the situation and followed his recommendations.
- Scheduled an inspection of all boathouses in the next three weeks to determine if any plumbing fixtures remain.
- Began the process to modify the Port's form boathouse moorage leases to ensure they align specifically with DEQ rules.

The primary question I have is whether we need to self-report this situation, and which form we would use to do that? There is no known incident of waste or gray water discharge, and we have taken actions to prevent one from occurring in the future.

Thank you so much for any help you can provide.

Daryl Stafford

Port of HR Waterfront Manager

Waterfront@portofhoodriver.com

541-436-0797

Commission Memo



Prepared by: Fred Kowell
Date: June 21, 2022
Re: Budget Resolution Transfer for FY 2021-22 Budget

Usually towards the close of a fiscal year, a local government will adjust its budget to reflect changes that have occurred since the adoption of the original budget. These changes are reflected between major cost categories (objects) that are defined in our Adopted Budget as Personnel Services, Materials & Services, Capital Outlay and Debt Service. This budget resolution takes into account the changes between cost categories and between asset centers (i.e., Bridge, Marina, Airport, etc.).

For this to be a Budget Resolution Transfer, the overall budget appropriation level must **not** change. That is the case here. Only budgetary appropriation will be transferred from one cost category to another or within a cost category.

It should be noted that in preparing the Adopted Budget for FY 2021-22, I used the most current information at that time, however circumstances change during the year.

We are only moving appropriation between Cost categories due to circumstances that occurred during the year that the original budget did not contemplate completely. The primary changes in this Budget Resolution Transfer are as follows:

- Increase Jensen Debt Service by \$1,000 from Capital Outlay due to debt service fees.
- Increase Halyard Materials & Services by \$70,000 from Lower Mill Capital Outlay due to higher utility and legal costs associated with much higher production activity by the tenant. Lower Mill capital outlay has been deferred until a study provides more market information to determine its next steps. Although the original budget contemplated higher utility costs at Halyard, the costs were much more as their next phase of production was completed. Their utility costs are recaptured in our true-up at year end which occurs in July.
- Increase the Event Site Materials & Services by \$10,000 from the Marina Park Capital Outlay. This is due to the use of Porta-potties and additional trash receptacle's during the pandemic which increased costs not originally budgeted. Some of Marina Park CIP projects have been deferred.
- Increase the Marina Debt Service by \$1,500 from Capital Outlay due to debt service fees.

- Increase Airport Materials & Services by \$20,000 from Capital Outlay due to higher than anticipated legal fees. In addition, the commercial hangar has been deferred allowing for such a transfer.

RECOMMENDATION: Approve Budget Transfer Resolution No. 2021-22-7 for the FY 2021-22 budget.

Resolution No. 2021-22-7

Resolution Transfer

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby approves the Budget Transfers for the fiscal year ended June 30, 2022 as presented below and discussed before the Board.

Transfer of Appropriations between Cost Categories

<u>General Fund</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Change Increase (Decrease)</u>
<u>Appropriations</u>			
Personnel Services	\$ 286,700	\$ 286,700	\$ -
Materials & Services	563,850	563,850	-
<i>Total</i>	\$ 850,550	\$ 850,550	\$ -
<u>Revenue Fund</u>			
<u>Appropriations</u>			
Personnel Services	\$ 2,714,400	\$ 2,714,400	\$ -
Materials & Services	3,557,000	3,657,000	100,000
Capital Outlay	7,140,100	7,037,600	(102,500)
Debt Service	593,100	595,600	2,500
Transfers	3,381,550	3,381,550	-
Contingency	500,000	500,000	-
<i>Total</i>	\$ 17,886,150	\$ 17,886,150	\$ -
<u>Bridge Repair & Replacement Fund</u>			
Personnel Services	309,800	309,800	\$ -
Materials & Services	1,108,000	1,108,000	-
Capital Outlay	4,665,000	4,665,000	-
Debt Service	78,500	78,500	-
Contingency	500,000	500,000	-
<i>Total</i>	6,661,300	6,661,300	\$ -
<u>Appropriations</u>			
Personnel Services	\$ 3,310,900	\$ 3,310,900	\$ -
Materials & Services	5,228,850	5,328,850	100,000
Capital Outlay	11,805,100	11,702,600	(102,500)
Debt Service	671,600	674,100	2,500
Transfers	3,381,550	3,381,550	-
Contingency	1,000,000	1,000,000	-
<i>Total</i>	\$ 25,398,000	\$ 25,398,000	\$ -
<i>Total Appropriations</i>	\$ 25,398,000	\$ 25,398,000	\$ -

ADOPTED BY THE BOARD OF COMMISSIONERS this 21st day of June, 2022.

Ben Sheppard, President

Kristi Chapman, Vice President

Heather Gehring, Treasurer

Mike Fox, Secretary

Hoby Streich

**PORT OF HOOD RIVER
BUDGET ADJUSTMENTS BETWEEN MAJOR COST OBJECTS
SCHEDULE OF EXPENDITURES AND CHANGES TO APPROPRIATION
FOR THE FY 2021-22**

REVENUE FUND	Personnel Services			Materials & Services			Capital Outlay			Debt Service			Increase/ (Decrease) to Adopted Budget	Notes
	Adopted	Revised	Actual	Adopted	Revised	Actual	Adopted	Revised	Actual	Adopted	Revised	Actual		
<i>Toll Bridge</i>	1,291,500	1,291,500	908,874	1,335,000	1,335,000	744,277	192,600	192,600	66,535	-	-	-	-	
<i>Industrial Facilities</i>														
Big 7	62,800	62,800	40,254	178,200	178,200	139,394	39,000	39,000	12,489	-	-	-	-	
Jensen Property	72,400	72,400	43,934	203,300	203,300	160,704	189,400	188,400	26,492	160,000	161,000	160,265	-	2
Maritime Building	45,100	45,100	29,550	72,200	72,200	56,081	20,000	20,000	-	-	-	-	-	
Halyard Building	69,900	69,900	44,239	328,900	398,900	322,677	20,000	20,000	19,138	-	-	-	(70,000)	1
Timber Incubator Bldg	32,600	32,600	20,473	37,800	37,800	22,696	25,000	25,000	-	-	-	-	-	
Wasco Bldg	56,900	56,900	36,812	95,200	95,200	74,584	50,000	50,000	3,792	-	-	-	-	
Hanel Lower Mill	40,300	40,300	23,827	27,800	27,800	4,746	1,285,000	1,215,000	1,386	97,600	97,600	-	70,000	1
	380,000	380,000	239,089	943,400	1,013,400	780,883	1,628,400	1,557,400	63,298	257,600	258,600	160,265	-	
<i>Commercial Facilities</i>														
State (DMV) Office Bldg.	27,800	27,800	17,032	52,700	52,700	33,653	25,000	25,000	-	-	-	-	-	
Marina Office Building	44,000	44,000	28,325	55,600	55,600	42,471	30,000	30,000	15,928	-	-	-	-	
Port Office Building	42,500	42,500	27,271	37,900	37,900	23,866	140,000	140,000	23,972	-	-	-	-	
	114,300	114,300	72,628	146,200	146,200	99,990	195,000	195,000	39,900	-	-	-	-	
<i>Waterfront Industrial Land</i>														
99,000	99,000	53,261	212,000	212,000	121,605	399,000	399,000	50,073	-	-	-	-	-	
<i>Waterfront Recreation</i>														
Eventsite	159,100	159,100	89,233	73,500	83,500	64,608	70,000	60,000	-	-	-	-	-	3
Nichols/Hook/Spit	61,600	61,600	37,646	54,500	54,500	34,853	95,000	95,000	53,843	-	-	-	-	
Marina Park	213,200	213,200	133,510	78,400	78,400	35,097	175,500	175,500	2,896	-	-	-	-	
	433,900	433,900	260,389	206,400	216,400	134,558	340,500	330,500	56,739	-	-	-	-	
<i>Marina</i>	179,600	179,600	121,025	123,600	123,600	77,167	353,600	352,100	9,404	92,500	94,000	93,925	-	4
<i>Airport</i>	174,000	174,000	114,914	175,500	195,500	160,386	3,838,000	3,818,000	71,783	243,000	243,000	-	-	5
Administration	35,900	35,900	-	261,700	261,700	187,306	109,000	109,000	12,276	-	-	-	-	
Maintenance	6,200	6,200	-	153,200	153,200	82,528	84,000	84,000	56,500	-	-	-	-	
	2,714,400	2,714,400	1,770,181	3,557,000	3,657,000	2,388,701	7,140,100	7,037,600	426,509	593,100	595,600	254,190	-	
Increase/(Decrease) in Appropriation		<u>-</u>			<u>100,000</u>			<u>(102,500)</u>			<u>2,500</u>			
Bridge Repair & Replacement Fund	309,800	309,800	218,780	1,108,000	1,108,000	603,285	4,665,000	4,665,000	431,890	78,500	78,500	-	-	
General Fund	286,700	286,700	150,292	563,850	563,850	381,396	-	-	-	-	-	-	-	

Notes to Budget Adjustments:

Changes to appropriations to Cost Center

- 1 Transfer \$70,000 from Hanel CIP to Halyard M&S to cover higher utility costs from production.
- 2 Transfer \$1,000 from Jensen CIP to Debt Service for additional debt service fees.
- 3 Transfer \$10,000 Eventsite CIP to M&S to cover increased costs due to Covid and the use of Porta Potties. CIP is being delayed.
- 4 Transfer \$1,500 from Marina CIP to Debt Service M&S for debt service fees.
- 5 Transfer \$20,000 from Airport CIP to M&S due to higher legal costs with the development of the hangar being deferred.

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Commission Memo



Prepared by: Fred Kowell
Date: June 21, 2022
Re: Adoption of the FY 2022-23 Budget

The attached Resolution No. 2021-22-8 represents the adoption of the Approved budget for FY 2022-23. There are two formal actions rolled into one recommendation.

1. Adoption of the budget
2. Adoption of the tax rate

RECOMMENDATION: BE IT RESOLVED that the Board of Commissioners for the Port of Hood River hereby adopts the budget for fiscal year 2022-23 in the total of \$40,983,200 and hereby imposes the property taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district.

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ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby adopts the budget for fiscal year 2022-23 in the total of **\$40,983,200** now on file at the Port office, 1000 E Port Marina Drive, Hood River Oregon.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated.

General Fund		Revenue Fund	
Personnel Services.....	\$ 378,800	Personnel Services.....	\$ 3,004,700
Materials & Services.....	\$ 672,950	Materials & Services.....	\$ 3,650,900
Capital Outlay.....	\$ -	Capital Outlay.....	\$ 3,752,600
Transfers	\$ -	Debt Servcie.....	\$ 251,500
Contingency.....	\$ -	Transfers	\$ 4,133,950
Total	\$ 1,051,750	Contingency.....	\$ 500,000
		Total	\$ 15,293,650
Bridge Repair Fund		Bridge Replacement Fund	
Personnel Services.....	\$ 106,700	Personnel Services.....	\$ 210,200
Materials & Services.....	\$ 241,000	Materials & Services.....	\$ 635,800
Capital Outlay.....	\$ 2,475,000	Capital Outlay.....	\$ 4,100,000
Debt Servcie.....	\$ -	Debt Servcie.....	\$ -
Transfers	\$ -	Transfers	\$ -
Contingency.....	\$ 500,000	Contingency.....	\$ -
Total	\$ 3,322,700	Total	\$ 4,946,000
		Total Appropriations, All Funds	\$ 24,614,100
		Unappropriated and Reserve Amounts, All Funds	\$ 16,369,100
		TOTAL ADOPTED BUDGET	\$ 40,983,200

IMPOSING THE TAX

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby imposes the taxes provided for in the adopted budget:

(1) at the rate of \$.0332 per \$1000 of assessed value for operations and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

CATEGORIZING THE TAX

General Government Limitation

General Fund.....\$.0332/\$1000

The above resolution statements were approved and declared adopted on this 16th day of June 2020.

X _____
Ben Sheppard

X _____
Kristi Chapman

X _____
Mike Fox

X _____
Hoby Streich

X _____
Heather Gehring

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Commission Memo



Prepared by: Kevin Greenwood
Date: June 21, 2022
Re: FY 22/23 Legislative Advocacy

The Port's Government Affairs Team had another successful year in 2021-22. The highlights included passage of the bi-state bridge authority legislation in Oregon and Washington that will allow BSWG Member Agencies to form a new local authority for the management of the future bridge. In addition, much face-to-face work has been conducted (albeit by Zoom) with individual legislators and agency representatives. All of this preparation and background development resulted in more funding for the project and places the project in good position for additional funding in the 2023 Long Session. It should be noted that these contracts are not reimbursable by grants or appropriations.

BOSWELL CONSULTING INC., Brad Boswell, Olympia, Wash.

Boswell has represented the Port in Olympia since 2017. His relationship with Yakima Sen. Curtis King, the senior Republican on the Senate Transportation Committee, has proved to be helpful as this project continues to be a priority for King's district. In the 2022 short session, the Washington State legislature passed SB 5558 allowing local governments to form bi-state bridge authorities, SB 5689 appropriating \$1.5M to the Washington Transportation Commission to conduct a traffic and revenue (T&R) study for the bridge, and SB 5974 appropriating \$75M to complete engineering and begin construction. In the 2021 short session, the state legislature appropriated \$5M via SB 5165 for preliminary bridge work. For the upcoming session:

- Phasing for the implementation and deployment of a transportation package.
- Monitor T&R language in contract to meet project needs.
- Align state efforts with federal funding opportunities.
- Continue to position the project for additional funding in the 2023 long session.

Last year's contract: \$69,000 (+8.7%)

THORN RUN PARTNERS, Dan Bates, Salem, Ore.

Thorn Run Partners (TRP) has represented the Port in Salem since 2015. That year TRP advocated for \$5M via HB 2017 to complete the environmental clearances which will be completed this year and for the Port to have the right to develop administrative rules when considering P3 opportunities. In 2021, HB 5006 passed appropriating \$5M from federal ARPA funds to the project. In 2022, dozens of meetings were held to build up support for a larger ask in a Transportation Bill. HB 4089 was also passed allowing for the formation of bi-state bridge authorities. Dan Bates will continue to be the Port's lead consultant as Miles Pengilly will be leaving TRP as the Government Affairs Director for TriMet. For the 2023 Long Session:

- Provide briefings and tours of the project to legislative transportation leaders to develop understanding of the urgent need for the bridge.
- Develop and implement a strategy to advocate for a significant investment by Oregon towards the construction of the bridge.
- Work with transportation stakeholders to build policymaker support for funding the project as part of the next major transportation funding package.

Last year's contract: \$60,000 (+30%). It should be noted that over the life of the Port's contract, this amounts to about a 7% annual increase since 2016. This will be a long session with a big ask and it will undoubtedly take a bigger effort with the absence of a key legislator representing the region.

SUMMIT STRATEGIES, Hal Hiemstra, Washington DC.

Summit Strategies has provided federal support since 2015 primarily on bridge-related efforts. In 2016, Summit was able to include an National Scenic Area (NSA) designation for bridge projects that was used as a scoring criteria for grant applications. In 2020, the Port's BUILD application was awarded \$5M. Hal coordinates and hosts annual advocacy trips for the Port and partners. In 2022, a \$195M INFRA grant application was submitted with Summit coordinating federal delegation letters of support. Starting in July 2022:

- Provide position papers and congressional updates on issues of importance
- Monitor appropriations process and identify possible opportunities
- Continue to meet with USDOT staff to provide updates on project
- Continue outreach efforts with FHWA/USDA/Others for funding and innovative programs to complete financing
- Facilitate lobbying trips to Washington DC
- Assist with federal funding applications including obtaining letters of support

Last year's contract: \$85,000 (+5.9%).

In summary, the Port's Government Affairs teams have collectively generated almost \$100M for the project and numerous advantageous policy adoptions. Port staff looks forward to maintaining this team to complete funding of the bridge.

RECOMMENDATION: Approve Personal Services Contracts for government affairs consulting with Brad Boswell Consulting, Thorn Run Partners and Summit Strategies for an amount not to exceed \$75,000, \$78,000, and \$90,000 respectively for the 2022-23 Fiscal Year.

**Services Agreement Between
Boswell Consulting Inc. and
Port of Hood River**

This is a service agreement ("Agreement") effective as of July 1, 2022 (the "Effective Date") by and between, Boswell Consulting, Inc. ("BCI") and Port of Hood River ("POHR").

- 1. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until June 30, 2023. Either party may terminate this Agreement with or without cause with 30 days written notice.
- 2. Scope of Services ("Services").** BCI will assist POHR in the coordination and interaction with legislative bodies, state agency personnel and ally groups. BCI will provide verbal and written reports as needed and mutually agreed upon outlining status of current activities on behalf of POHR. Exhibit A describes the Scope of Work for this Personal Services Contract.
- 3. Pricing and Payment.** BCI and POHR have mutually agreed upon the pricing for Services and POHR shall pay BCI \$6000.00 per month, plus reasonable expenses including but not limited to meals, mileage, and hotel expenses with Legislators and Staff in the course of POHR activities, not to exceed \$3,000.00 during the term of this Agreement.

BCI shall be responsible for preparation of complete and accurate invoices at the end of each month, which shall be paid by POHR within (15) days of the date of invoice.

POHR agrees that in the event POHR does not pay BCI pursuant to the terms of this Agreement all amounts owed shall immediately become due and payable. In addition, POHR shall become indebted to BCI for the costs of collection, including reasonable attorney fees, plus one and one half percent (1.5%) interest per month, compounded daily and calculated from the due date of the invoice.

- 4. Notices.** All notices under this Agreement shall be in writing, and sent by reputable overnight courier service, regular U.S. mail or facsimile transmission and addressed to the other party at its address shown below:

POHR
Port of Hood River
1000 E. Port Marina Way
Hood River, OR 97031
Attn: Michael S. McElwee

BCI
Boswell Consulting Inc.
PO Box 9431
Seattle, WA 98109
Attn: Brad Boswell

Notices shall be deemed received when delivered if by courier service, three (3) days after notice is sent via U.S. Mail or when facsimile transmission has been confirmed by the sender's facsimile machine.

5. **Assignment.** POHR shall not assign its rights under this Agreement without BCI's prior written consent, which shall not be unreasonably withheld.

6. **Compliance with Laws, Dispute Resolution and Governing Law.** BCI and POHR each agree to comply with all federal, state and local laws and regulations relating to their respective rights and obligations here under. In the event of any dispute between the parties such matters shall be settled by arbitration, held in Portland, OR, USA. This Agreement shall be governed by and construed according to the laws of the state of Oregon.

7. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties pertaining to the services and supersedes the parties' prior agreements understandings and discussions relating to the Services. No modification of the Agreement is binding unless it is in writing and executed by the parties duly authorized representatives.

8. **Agreement Acceptance.** The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

POHR

BCI

By: _____
Michael McElwee, Executive Director

By: _____
Brad Boswell, President

Date: _____

Date: _____

Exhibit A – Tier 1 Scope of Services

Legislative Lobbying

Outreach and education to identified elected officials, and staff with the intent to build relationships and position the Port for success in its public policy goals, including strategic positioning around tolling policy. Targets include:

Office of Financial Management
Washington State Transportation Committee Legislators (all members of the House and Senate Transportation Committees)
14th Legislative District (King, Correy, Mosbrucker)
CRC Crossing Legislative Districts (49, 17, 18)

Governor’s Office/State Agency

Outreach, education, and advocacy to strategic personnel within the Governor’s office and relevant state agencies. Includes strategic personnel within the Washington State Department of Transportation and Department of Licensing.

Stakeholder Interaction

Direct engagement with staff and contract personnel associated with the Joint Transportation Committee study, toll bridge study, and transportation package Port of Hood River funding outlined in the budget. Monitoring all relevant stakeholders and ally groups associated with port policy objectives. Specifically focus on engaging port personnel with the CRC replacement work group and relevant tolling policy bodies including the OFM, DOT and Washington State Transportation Commission. Monitor bi-state authority conversations and governance structures.

Public Affairs Strategy

Strategic engagement with communications and other public affairs activities as necessary.

Billing

Monthly Retainer: 6000.00/month

Expenses will be billed in addition to retainer and include travel expenses incurred during service for client, meals with legislators or ally representatives on client business.

Annual expense estimate: \$3,000

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THORN RUN PARTNERS

610 SW Alder
Suite 1008
Portland, Oregon, 97205
800.944.2167
www.thornrun.com

June 1, 2022

Daniel Bates
(503) 927-2032
dbates@thornrun.com

Port of Hood River
Michael McElwee, Executive Director
1000 E. Port Marina Drive,
Hood River, OR 97031

RE: Contract with Thorn Run Partners

Dear Mr. McElwee:

This letter agreement is between Thorn Run Partners (“Consultant”) and the Port of Hood River (“Client”) and relates to certain consulting services to be rendered by Consultant to Client with respect to the services described below:

Description of Services

Consultant will advise Client on state government related issues affecting the entity and work with appropriate policy makers in the Oregon Legislature and Oregon’s executive agencies to facilitate Client’s agenda.

In particular, Consultant will provide the following services, in addition to other services as may be agreed to by both parties:

- Provide briefings and tours of the Bridge Replacement Project to legislative transportation leaders to develop understanding of project importance and urgency for funding.
- Develop and implement an interim government relations strategy and advocate for a significant investment by Oregon towards the construction of the Bridge Replacement in the 2023 session.
- Monitor implementation of legislation following 2022 session.
- Monitor and communicate with policymakers about previous Oregon and Washington Legislative allocations to Port of Hood River priorities.



THORN RUN PARTNERS

- Work with transportation stakeholders to build policymaker support for funding for the Bridge Replacement Project as part of next major transportation funding package.
- Investigate, report and lobby on legislative proposals and initiatives that may affect the Hood River Bridge Replacement Project prior to and during the 2023 session.
- Monitor relevant budget and policy committees for Port issues and priorities.

Client shall not be responsible for any day-to-day expenses incurred by Consultant during the normal pursuit of Client's objectives. Client agrees that Consultant's work effort will be reasonably commensurate with the stated fee and shall reimburse Consultant for exceptional out-of-pocket costs incurred by Consultant associated with the successful pursuit of the above-described objectives such as long distance travel, the expenditure of which shall have been previously approved by Client.

General Considerations

This agreement shall be considered active from July 1, 2022 and remain in effect through June 30, 2023. In consideration of described services rendered, Client will pay Consultant a monthly retainer of **\$6,500**. Client shall make payment within seven days of receipt of monthly invoice.

Either party may terminate this agreement with thirty days written notice, with no obligation on Client to pay the remainder of the annual retainer. If termination is effective after the first of any month, the retainer payment due in that month will be prorated accordingly.

If you are in agreement with the above terms and conditions, please sign below and return one executed copy.

By:
Name: Daniel Bates
Organization: Thorn Run Partners
Date: June 7, 2022

By:
Name: Michael S. McElwee
Organization: Port of Hood River
Date:

PORT OF HOOD RIVER PERSONAL SERVICES CONTRACT

This agreement is between the **Port of Hood River**, an Oregon Municipal Corporation ("Port") and, Summit Strategies Government Affairs LLC ("Contractor").

For mutual consideration, Port and Contractor AGREE AS FOLLOWS:

1. SCOPE OF WORK. Contractor shall furnish at its own expense, all labor, services, material and work for the completion of the work described in this contract, and as set out in Exhibit A attached to this contract. Exhibit A reflects the Scope of Services for **providing General Government Affairs Representation on behalf of the Port of Hood River.**

2. TIME OF PERFORMANCE. Contractor shall commence performance of this contract upon execution of the contract by both parties and Contractor's compliance with the insurance requirements set forth in paragraph 4 below. This contract shall be for the period July 1, 2022 through June 30, 2023.

3. PAYMENT. Port agrees to pay Contractor a monthly retainer in the amount of \$7,500 for professional services and satisfactory completion of the work.

The Port will also reimburse Contractor for reasonable expenses for travel, lodging, meals, communication, postage, and printing associated with the contract.

4. INSURANCE. Contractor shall provide and maintain at its expense professional liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident or occurrence.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Port.

5. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including those on Exhibit A that is attached hereto and by this reference made a part hereof.

6. INDEMNITY. Contractor shall defend, save and hold harmless the Port, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

7. OWNERSHIP OF WORK PRODUCT. All work products of the Contractor that result from this contract are the exclusive property of the Port.

8. NONDISCRIMINATION. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. SUCCESSORS IN INTEREST. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

10. FORCE MAJEURE. Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

11. SEVERABILITY. The parties agree that if any term or provision of this 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.

12. ACCESS TO RECORDS. The Port and its duly authorized representative shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcript.

13. TERMINATION. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person. The Port may terminate this contract effective upon delivery of written notice to the Contractor or at such later date as may be established by the Port under any of the following conditions:

- (i) If the Port funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- (ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

14. EXTRA WORK AND MATERIALS. Contractor shall do any work and furnish any materials not specifically provided for and which may be found necessary or advisable for the proper completion of the work or the purposes thereof. In no case shall Port pay for any such work or materials in excess of the amount stated in this contract unless ordered by Port in writing as a change order. Then payment will only be made when an itemized claim therefore is presented to Port for allowance at the close of the phase of work in which the same has been done or furnished. Otherwise, all claims for such work or materials shall be absolutely waived by Contractor, and Port shall not be required to allow payment for the same or any part thereof.

15. ACCEPTANCE OF WORK. No act of Port or any representative of Port directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a written acceptance there, issued by Port. Contractor's acceptance of any such payment shall be deemed full payment and settlement of all claims of account of work done for the work under this contract. Prior to final payment, Contractor agrees to certify that Contractor has

paid all claims for materials provided or labor performed in full. No waiver of any breach of this contract by Port or anyone acting on its behalf shall be held as a waiver of any other subsequent breach. Any remedy provided herein shall be taken as cumulative

16. SUBCONTRACTORS. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the Port.

17. WRITTEN PROVISIONS. The written provisions of this contract shall supersede all prior verbal statements of any officer or other representative of Port, and such statements shall not be effective or by construed as entering into or forming a part of, or altering in any manner this contract or the contract documents. Contractor's oral explanations and representation to Port prior to entering into this contract have been a material inducement to Port to enter into this contract. Contractor shall be bound to perform the contract work in accordance with oral representations, to the extent not included in this written contract, in addition to all of the written provisions of this contract.

18. NON-WAIVER. Failure by Port at any time to require strict performance by Contractor of any provision of this contract shall in no way affect the Port's rights hereunder to enforce the provision, nor shall any waiver by Port of any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.

19. LEGAL ACTION. In the event of any suit, action or proceeding relating to any rights, duties or liabilities arising hereunder, the prevailing party shall be entitled to recover such sums as an arbitrator (if arbitration is agreed to by both parties), or a court, including any appellate court, may judge reasonable attorney fees in addition to any costs of arbitration, or costs and disbursements provided by statutes in any legal action.

This agreement is entered into between the parties, by a person who has been duly authorized to sign for each party, on this _____ day of _____, 2022.

PORT OF HOOD RIVER

**SUMMIT STRATEGIES GOVERNMENT
AFFAIRS, LLC**

BY: _____
Michael McElwee

BY: _____
Hal Hiemstra

Executive Director

Partner

Exhibit A
GENERAL SCOPE OF WORK
Summit Strategies Federal Representation
For
Port of Hood River

The following is a list of issues Summit Strategies Government Affairs LLC (Contractor) will pursue on behalf of the Port of Hood River. Port acknowledges that the priorities in this Exhibit will be determined collectively by the parties to this Agreement. Participants acknowledge that additions and/or deletions of priorities, either recommended by parties to this Agreement or dictated by pending legislation or federal funding opportunities, may be made from time-to-time.

Basic Services

Matter 1: General Representation Summit will regularly prepare Congressional updates on issues of importance to the Port and include within those updates, recommendations about ways the Commission or Commissioners can share their perspectives with Members of Congress (e.g. letters to Congress or personal visits with Members of Congress or their staff). Summit will also be available to periodically meet with Port Commissioners for in-person (or Zoom) briefings and to answer questions about progress on advancing Port matters. Summit will schedule meetings and participate with Port officials in outreach efforts associated with PNWA's annual Mission to Washington (typically in March of each year), and coordinate any additional trips to DC or familiarization trips to Hood River by congressional members or agency representatives, and their staff. Summit will also represent the Port's interests during Congressional consideration of the reauthorization of the Water Resources Development Act of 2022 and/or 2023, advocate in particular for initiatives by the the U.S. Army Corps of Engineers identified in the Hood River Delta General Investigation Study authorized in WRDA 2020, and continue to monitor Congressional and Administration implementation of the Infrastructure Investment and Jobs Act (IIJA). Summit will also monitor Congressional consideration of any emergency funding bills associated with the federal response to the Coronavirus or to stimulate economic development in response to current economic conditions. Summit will also monitor issues and identify funding opportunities that might arise related to the Ken Jernstedt Airfield.

Matter 2: Federal Appropriations and Discretionary Funding Monitoring – Summit will continue to regularly monitor the federal appropriations process and identify possible opportunities for Community Directed Spending (CDS) requests, advise the Port about relevant deadlines for applying for such funding, prepare or review and edit draft requests for submission to relevant members of the Oregon and Washington Congressional delegations, assist in their submission, and familiarize Congressional staff with the CDS requests. Summit will also continue to monitor on a regular basis, federal Notices of Funds Availability (NOFA) announcements and bring discretionary grant funding opportunities to the attention of the Port when opportunities reflect Port priorities. Should the Port decide to apply for any discretionary funding, at the Port's

request, Summit will be available to coordinate Congressional letters of support for those applications.

Matter 3: Anchor Way and 1st St. Project

Summit will continue to seek dedicated FY 23 CDS federal funding for the Anchor Way and 1st St. project, as well as advocate for EDA grant funding for this project, and bring to the attention of Port officials IIJA discretionary funding opportunities that could help finance the Anchor Way/1st St project.

Basic Services Fee: \$42,000

Matter 4: Bridge Replacement Services

- A. Meet with Chairman Peter DeFazio, Rep. Cliff Bentz, Rep. Earl Blumenauer, Rep. Jaime Herrera Beutler, Rep. Dan Newhouse, Senators Ron Wyden and Jeff Merkley, Senator Patty Murray and Senator Maria Cantwell and their staff to advocate for federal funding for bridge replacement activities; secure Congressional Letters of Support for discretionary grant applications submitted by the Port and members of the Bi-State Working Group. (\$11,000)
- B. Continue to meet with and update officials in the USDOT Office of Secretary, including Policy Development staff and Discretionary Grant program staff re Hood River/White Salmon Bridge Replacement efforts and progress concerning same. (\$5,000)
- C. Continue outreach to FHWA, Build America Bureau re TIFIA, and USDA about funding needs associated with the bridge replacement project and innovative financing opportunities that may be available to assist with same.(\$5,000)
- D. Monitor and review USDOT Discretionary Notices of Funding Opportunities (NOFO's), advise Port officials about same, review and edit draft applications, and coordinate lobbying efforts to promote submitted applications (\$7,500)
- E. Monitor Administration and Congressional implementation of the IIJA/BIL and advise port officials about same. (\$2,500)
- F. Maintain regular communication with Bridge Replacement project Director, review monthly updates from the Port and share relevant materials and updates with Congressional and Administration contracts. (\$5,000)
- G. Arrange for and advise Port Officials and Bi-State Working Group members on up to two lobby trips to Washington, D.C. Develop multi-day schedules for same. Advise on preparation of briefing materials and lobbying script for same. (\$10,000)
- H. Summit will periodically meet with and brief the Bi-State Working Group about Congressional activities related to bridge replacement. (\$2,000)

Bridge Replacement Services Fee: \$48,000

Total Annual Contract and Retainer: \$90,000

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Commission Memo



Prepared by: Ben Sheppard
Date: June 21, 2022
Re: Transition Services Contract with
Michael McElwee

Michael McElwee will retire as the Port's Executive Director on July 8. There are several projects McElwee has been managing which need to be continued during the transition phase to a new Executive Director.

The attached Personal Services Contract (PSC) would allow the Commission to direct McElwee to provide additional services on a limited number of targeted projects and allow for his availability to answer questions or provide information to Commissioners or staff if requested.

Under this PSC, McElwee would report to and take direction from Interim Executive Director Genevieve Scholl and the Personnel Committee. Attachment A to the PSC lists the specific tasks that McElwee would be available to work on. Several of these tasks are contingent upon Commission or URA Board approval and may or may not be needed. Project responsibilities will be transferred to the new Executive Director or other staff when circumstances allow.

RECOMMENDATION: Approve Contract with Michael S. McElwee for project management services not to exceed \$49,920 plus reasonable reimbursable expenses.

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Personal Services Contract

1. This Contract is entered into between the Port of Hood River ("Port") and **Michael S. McElwee** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached **Exhibit A** to Port's satisfaction for a maximum consideration not to exceed **\$49,920.00**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **June 30, 2023**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

MICHAEL S. MCELWEE

Michael S. McElwee
2177 Montello Ave.
Hood River OR 97031
(541) 380-0109 / mmcelwee0057@gmail.com

Date

PORT OF HOOD RIVER

Ben Sheppard, Commission President
1000 E. Port Marina Drive, Hood River OR 97031
(541) 386-1645 / porthr@gorge.net

Date

Personal Services Contract

Exhibit A

I. SCOPE OF WORK:

Provide services related to extension of the Waterfront Urban Renewal Area, grant reporting and engineering of E. Anchor Way, hiring and orientation of a new Chef Financial Offer, completion of agreements with utility providers using the Hood River Bridge, provide context and guidance on the ongoing ODOT I-84 MOU, and response to questions or requests for information from Port staff or Commissioners as described in Attachment 'A' .

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

As described in **Attachment A** or as requested by Port staff.

The timeframe for the deliverable(s) shall be:

As directed by Port staff. Completion of all work products by **June 30, 2023**

III. CONSIDERATION:

Hourly rates under this Contract shall be:

Professional services at \$195.00 per hour.

Eligible reimbursable expenses shall be printing costs and any subcontractor or subconsultant costs approved in advance by Port only.

IV. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

Exhibit 'A'
SCOPE OF WORK

MICHAEL MCELWEE TRANSITION PERIOD PROFESSIONAL SERVICES

Estimate of scope of services and associated fees for professional services provided
to the Port of Hood River during the transition period to a new Executive Director

Project	Services	Estimated Hours
Waterfront Urban Renewal Area (WURA) Planning I		
<i>(WURA Feasibility Work Based on Recent Planning Efforts)</i>		
	URAC Presentation (June 16)	0.00
	Prep. & Presentation for URA Board Meeting (July 11)	3.00
	Prepare E. Howard Contract Amendment & Board Memo (July 12)	2.00
	E. Howard Feasibility Study - Project Management	16.00
	Prepare Alternative URA Area Designations	8.00
	Prepare Alt. Eligible Project Descriptions/"Bundles"/Cost Estimates	10.00
	Review & Finalize Report	3.00
	Prep. & Presentation for URAC & URA Board Meetings	6.00
		48.00
Waterfront Urban Renewal District Planning II		
<i>(Assumes URA Board & Commission Direction to Seek a Major Plan Amendment)</i>		
	Facilitate City/Port Reimbursement Agreement	4.00
	E. Howard Contract Amendment & Board Memo	3.00
	WURA Major Plan Amendment - Project Management	24.00
	WURA Major Plan Amendment - Approvals Process	30.00
		61.00
East Anchor Way Industrial Street & Transit Facility - Design & Engineering		
	AARPA & IOF Grant Reporting (July '22 - June '23)	6.00
	RFP Preparation	12.00
	RFP Solicitation & Selection	10.00
	Contract Prep. & Approvals	6.00
	Engineering Project Management	50.00
	City Permits & Approvals Coordination	12.00
		96.00
Bridge Utility Agreements		
	Final Negotiations, Final Agreements & Board Memos	12.00
<i>(Below tasks assumes agreements are not concluded by July 30, 2022)</i>		
	Extension Amendments & Board Memo	4.00
	Final Negotiations	6.00
	Final Agreements & Board Memos	6.00
		16.00
Other Tasks		
<i>(Tasks carried out only upon approval of Personnel Committee or Interim Executive Director)</i>		
	CFO Recruitment -- Final Interview(s) & Negotiations	5.00
	Coordination w/Personnel Committee	2.00
	CFO Orientation	2.00
	I-84 ROW MOU and PM transition to Greg Hagbery	8.00
	Answer Questions or Provide Information if Requested	6.00
		23.00
	Professional Services Hourly Rate:	\$195
	Base Fee Estimate	\$38,025
	Fee Estimate w/WURA Phase II	\$11,895
	Maximum Fee Estimate:	\$ 49,920

**Personal Services Contract
Exhibit B**

INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

_____ Required and attached OR ___X___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

-
2. Commercial General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this Contract. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

_____ Required and attached Waived by Executive Director _____X_____

3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

___X___ Required and attached Waived by Executive Director _____

4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

_____ Required and attached Waived by Executive Director _____X_____

5. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.