



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, September 24, 2019**  
**Marina Center Boardroom**

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**5:00 P.M.**  
**Regular Session**

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30-minute limit)
  3. Consent Agenda
    - a. Approve Minutes of September 10, 2019 Regular Session and September 17 Work Session (*Maria Diaz – Page 3*)
    - b. Approve Amendment No. 1 to Contract with Pageworks Design for Waterfront Trail Signage Project (*Genevieve Scholl – Page 13*)
    - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$11,462 (*Fred Kowell – Page 19*)
  4. Reports, Presentations and Discussion Items
    - a. Pfriem Phase 2 Project Update, Halyard Building (*Anne Medenbach, Page 23*)
    - b. Port Intern Project Report: Port Property Invasive Plants Report – Jonathan Jones (*Michael McElwee, Page 31*)
    - c. 2020-2026 Strategic Business Plan Timeline (*Michael McElwee, Page 33*)
    - d. Real Estate Work Session Review (*Anne Medenbach, Page 39*)
    - e. Bridge Replacement Project Update (*Kevin Greenwood, Page 41*)
  5. Director's Report (*Michael McElwee – Page 47*)
  6. Commissioner, Committee Reports
    1. Multi-Jurisdictional Parks Master Plan Meeting
    2. Urban Renewal Agency
  7. Action Items
    - a. Approve Intergovernmental Agreement with Port of Cascade Locks for BreezeBy Electronic Tolling System Integration and Related Support Services (*Fred Kowell – Page 51*)
    - b. Approve Contract with Brown Roofing for Reroof of the Jensen Building Not to Exceed \$41,650 (*Anne Medenbach, Page 71*)
    - c. Authorize Intergovernmental Agreement and Task Order 1 with Portland State University for Recreational Services Efficiency Study (*Michael McElwee – Page 97*)
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
  10. Possible Action
  11. 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.*

**Port of Hood River Commission  
Meeting Minutes of September 10, 2019, Work Session and Regular Session  
Marina Center Boardroom  
5:00 p.m.**

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**THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.**

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**5:00 P.M.  
Regular Session**

**Present:** Commissioners John Everitt, Kristi Chapman, Ben Sheppard, Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford, John Mann, and Maria Diaz.

**Absent:** David Meriwether

**Media:** Emily Fitzgerald, Hood River News

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:00 p.m.
  - a. None

2. **PUBLIC COMMENT**
  - a. None

3. **CONSENT AGENDA:**

- a. Approve Minutes of August 20, 2019, Regular Session, August 28, 2019, Special Meeting and August 30, 2019, Special Meeting
- b. Approve Lease with Northwave in the Jensen Building
- c. Approve Lease with GorgeNet in the Big 7 Building
- d. Approve Lease with Ken Peterson in the Big 7 Building

**Motion:** Move to Approve Consent Agenda

**Move:** Sheppard

**Second:** Streich

**Discussion:** None

**Vote:** Unanimous

4. **REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:**

- a) **Port Intern Project Report:** Port Office Complex Electrical Evaluation – Jose Santillan

Port intern Jose Santillan presented his electrical evaluation of the Port office and surrounding buildings. Santillan reported that historically Port of Hood River had experienced two power outages within the last 10 years. Santillan commenced his project 's work by noting recent Pacific Power's discussion to shut power to Oregon customers do to an increase in wildfires. Santillan noted his project analyzed the Port's current electrical components, understanding the impact of a power outage and identify ways to maintain electrical supply during a power outage. Santillan identified that any power outages would severely affect Port operations. Santillan found limited information on the Port's existing electrical system, he identified a battery in the IT and Server Room with minimal supply and noted limited backup power for the office and maintenance building. Santillan's project proposed plans that would include a backup power supply to the Bridge Toll Booth, the Maintenance Building, and the Office Building. Santillan reported his first solution would be to obtain a stand-alone generator with a total project cost of \$64,823. Santillan reported his second solution to install Solar Panels with an estimated cost of >\$30,000. Santillan highlighted an idea to include in his project an Electrical Vehicle

Charging Station with a total cost of \$7200-\$7,500. Santillan concluded his report by recommending to install a new generator because this option would generate the necessary power to two of the existing buildings in case of power outages and secure lower maintenance costs. Santillan offered in his report a complete proposal ready for approval. Santillan thanked Michael McElwee for being his mentor, Fred Kowell for all the helpful information, Genevieve Scholl for images, and Todd Clay from Gorge Electric.

**b. Nichols Basin Dock Project:** McElwee reported to Commissioners the condition and challenges to the Nichols Basin Dock area. McElwee noted the dock area is heavily used by the public during the summer months and by the Columbia Gorge Paddling Center, a Port tenant that provides kayak /SUP rentals. McElwee discussed the existing challenges and hazards to the community the docks and ramp expose. McElwee briefed on the evaluation and configuration options obtain from Bill Maczewski to create a safer and more effective dock system. McElwee sought feedback from Commission and recommended to continue the discussion for the future Nichols Basin Dock design and reported the estimated cost of \$22,000-\$25,000.

**c. Real Estate Strategy Work Session Agenda:** Anne Medenbach in preparation for the Real Estate Development Work Session scheduled for September 17, 2019, briefed the Commission on agenda. Medenbach put forward the understanding purpose of the work session meeting to discuss and approve near-term development opportunities. Medenbach noted the session or discussion has been framed to update new and refresh current commissioners with the work in progress. Medenbach briefly reviewed the agenda's points- Strategic Policy Assumptions, Overview and Discussion of development options. Medenbach noted Commissioners would be provided with a packet and review materials before the work session as a reference for questions. Medenbach sought input on the Work Session Agenda. Commissioners sought clarification on the Port's financial capacity. Fred Kowell, CFO explained the financial capacity to be between 8-10 million depending on the market. Commissioner Sheppard recommended staying focused on the ideas and priorities for development. Commission consensus to email Medenbach with recommended changes to the Work Session Agenda and suggested supporting materials.

**d. Airport Projects Update:** Anne Medenbach briefed on the three different overlapping work projects occurring at the Jernstedt Airfield. Medenbach highlighted the various projects are complex with distinctive project teams, permitting processes, and grant agencies. Medenbach briefly reviewed the status of each of the projects and noted the Connet 6 project set to be position first due to the grant's timeline and noted the projects would overlap with the design process and work completion. Medenbach reviewed in detail the work and budget for the Connect 6 project highlighting the permitting, various design changes, and material sourcing. Medenbach informed still unknowns for the Connect 6 project due to all the anticipated work. Medenbach reported the North Ramp project is at 60%. Medenbach reviewed the mitigation site engineer's estimate and explained the CIP process and grants for the FAA. Medenbach explained in detail the difference between Non-Primary Entitlements and AIP funding for the FAA project. Commissioner Streich recommended that McElwee contact the City of Hood River for UR update to support Lot 1 development.

**e. Financial Report for the Year Ending June 30, 2019:** Fred Kowell reminded Commissioners of bridge traffic down by 3% and noted the 10-year forecast would be revised. Kowell reported Personal Services



and Materials to be under budget. Kowell reported the Capital Outlay tracking below budget except for an over-budget item which had an outstanding invoice that required a budget transfer. Kowell reported the Hanel Mill loan of \$1.8 million has been paid off, but parcels have not been sold to cover the loan. Kowell reported revenues in line with the forecast with parking coming in just under budget. Kowell discussed an overall increase in parking season passes revenues. Kowell noted a shortfall of \$306,000. Commissioner Chapman sought if staff had been studying charging stations for e-bikes for the local population. Staff consensus to do more study on charging stations for e-bikes and storage.

**f. Bridge Replacement Project Update:** Kevin Greenwood updated the Warm Spring will be conducting the Ethnographic Survey and the Umatilla Indian Reservation declined participation. Roy Water, ODOT cultural resource office will follow up with the Yakama and Warm Springs for their participation. Greenwood informed of the outreach events for the community occurring over the weekend and weeks to follow. Greenwood reported Port's and engineer's engagement with property owners in the White Salmon area to identify properties that meet historic criteria that would determine additional work. Greenwood sought feedback on the Cost to Complete analysis in preparation for a presentation on October 8, 2019, delivered by WSP and Otak. Greenwood lastly reported pleasure working with Will Summerfield, Port's intern. Greenwood described Summerfield's scope of work involved researching other local agencies minutes from the late 1940s.

**5. Director's Report:** Michael McElwee noted the tragic airport accident and praised employees that performed well during difficult situations. McElwee reminded Commission on the PNWA annual conference on October 9- October 11, 2019 and indicated to Commission to get in contact with Genevieve Scholl for attendance and agenda. McElwee noted the Board Practices Assesment pushed out to a later date. A short video from the Event Site Hosts John and Sharon Chow showed to staff and commission for a briefing on the summer season. McElwee reported the ramp near the Port's office building being repaved to meet ADA requirements. McElwee reported the technical memo from Mark Libby detailed erosion that needs attention. McElwee lastly reported a bridge maintenance lift coming up.

**6. COMMISSIONER, COMMITTEE REPORTS:**

- a. Anne Medenbach noted the purpose of the Airport Advisory Meeting was to quickly do the quarterly check-in, no major items to report from the meeting.

**7. ACTION ITEMS:**

**a. Approve Contract with Hage Electric for On-Call Bridge Electric Services**

Motion: Approve contract with Hage Electric for on-call electrical services on the bridge not to exceed \$20,000, plus reasonable reimbursable expenses.

Move:           Streich  
Second:       Sheppard  
Discussion:   None  
Vote:           Unanimous

**b. Approve Amendment No. 1 to Task Order 1 with PSquare for Maintenance and Support of the BreezeBy Tolling System Not to Exceed \$129,680**

Motion: Approve Amendment No. 1 to Task Order 1 with PSquare for maintenance and support for the BreezeBy tolling system, not to exceed \$129,680.

Move: Chapman  
Second: Streich  
Discussion: None  
Vote: Unanimous

**c. Approve Contract for Lower Mill Access Road Project**

Motion: Approve contract with Rick Zeller Excavating Inc. for Lower Mill Access Road paving not to exceed \$79,270, subject to legal counsel review.

Move: Streich  
Second: Sheppard  
Discussion: None  
Vote: Unanimous

**d. Authorize Intergovernmental Agreement and Task Order 1 with Portland State University for Recreational Services Efficiency Study**

Motion: Approve Inter-Governmental Agreement and Task Order No. 1 with Portland State University for Recreational Services Efficiency Study not to exceed \$10,665 subject to legal counsel review.

Move:  
Second:  
Discussion: Continue discussion for upcoming meeting on September 24, 2019.  
Vote: No action taken.

**8. COMMISSION CALL: None.**

**9. EXECUTIVE SESSION:** President John Everitt recessed Regular Session at 7:30 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

**10. POSSIBLE ACTION: None.**

**11. ADJOURN: 8:54 p.m.**

**Motion:** Motion to adjourn the meeting.

Move:

Second:

Discussion: None

Vote: Unanimous

**MOTION CARRIED**

The meeting was adjourned at 8:45 p.m.

Respectfully submitted,

\_\_\_\_\_  
Maria Diaz

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

\_\_\_\_\_  
David Meriwether, Secretary

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**Port of Hood River Commission**  
**Meeting Minutes of September 17, 2019, Work Session**  
**Columbia Gorge Conference Room**  
**9:00 a.m.**

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**THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.**

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**9:00 A.M.**  
**Regular Session**

**Present:** Commissioners John Everitt, Kristi Chapman, Ben Sheppard, Hoby Streich, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell (via phone), Anne Medenbach, and Maria Diaz.

**Absent:** None

**Media:** None

- 1. CALL TO ORDER:** President John Everitt called the Work Session to order at 9:02 a.m.
  - a. None**

**2. Meeting Objectives:**

- a. President John Everitt addressed the significance of today's meeting to recognize Port's goals and vision for real estate development. Commission consensus to be mindful of the Port's mission to promote economic growth and development in the community at the same time generate revenue and sustainable income for the Port.

**3. General Discussion-**

- a. "What role should Real Estate Development play in the work of the Port" discussion led to what is Port's role recreationally within the community. McElwee stated the Port of Hood River, in comparison to other Ports, is one of the highest in respect to park-land. Commission discussed the likelihood of a year-round recreational complex facility and the economic aspects. Kowell offered his experience in working with other Parks and Creation agencies and described most recreational facilities depend on subsidy funding to be operational. Streich noted this to be the most crucial time for the Port's financials. Emphasized focus on Port's ROI and investments. Figure out how much money is required to replace the bridge, how is it going to be done, and how to offset 62% loss of revenue. Commission discussed Waterfront being a significant component of the Port's development opportunities. The commission sought the appropriate order for the Waterfront's property development and also discussed opportunities to seek Urban Renewal funding for the development of Lot 1 infrastructure. The Commission consents an established general vision is fundamental before moving forward with real state development. Commissioner Champman suggested exploring grant money to develop a site plan for a recreational facility. Michael McElwee informed Hood River Parks and Recreation is currently in a process to analyze three options to improve the Aquatic Center and build a future Community Center. A consensus that a recreational complex facility is not dependent on Lot 1. Commission consensus the Port be a supporting agency for Parks and Recreation; Port real estate investments must have a return and create cash flow to support activities; Acquiring assets beyond the Waterfront is favorable; the Port should promote recreation and quality of life;

Recognize tenant type match property zone and use; and remain attentive to the entire portfolio.

b. Clarification in regards to financial assumptions and limitations - Fred Kowell, Chief Financial Officer supports indebtedness of 8-10 million with a 4-5% interest rate. Assumptions that the cash flow pays off the debt within 20-30 years.

c. Understanding the timeframe for making development decisions - Kowell stated the time frame for making development decisions correlates with the Bridge decisions. He noted the income from the bridge is utilized to backstop loan(s). The window for development decisions becomes uncertain when bridge revenue becomes questionable.

#### **4. Financial Assumptions & Limitations**

a. Financial Policies - Follow policies and requirements.

b. Maximum indebtedness for real estate investment- Kowell reported the 8 to10 million in debt could be developed into multiple buildings. Real Estate development projects would need to generate adequate cash flow to pay off debt plus 35% debt coverage ratio. Bridge revenue would initially be security for better interest rates. Streich sought information for the P3 Partnership. Kowell briefly explained the P3 process.

c. Timeframe for investment- Kowell emphasized it was necessary to stay ahead of any bridge debt issues. Chapman sought information on the types of tenants interested in rentable space. Medenbach reported since 2014,199 businesses were tracked inquiring for production, warehouse, flex, office, and retail space. Streich inquired clarification of airport hangars and if they pencil out. Medenbach noted commercial hangars have a slightly positive cash flow. Medenbach explained a high cost to construct results in a lease rate that is comparatively high in Oregon. Meriwether sought clarification of assets that could be pursued for development within the time frame. Medenbach noted top assets are; Airport commercial hangar, Barman, and Lower Mill.

#### **5. Development Opportunity Sites:**

**a. Lower Mill** - Medenbach reported the project's cost to construct is under 3 million with an estimated return of 11%. Lower Mill's most significant demands are production and manufacturing users. The Commission consensus is to retain Lot 1015 and Lot 1011 for future development.

**b. Airport** - McElwee noted the addition of the North Ramp would represent development-ready property for the possibility to develop commercial hangar. Commission consensus to be mindful

of the impact on the community. The Commission consensus to move forward with pre-lease with tenants with non-active runway-tech and R&D and potentially spur pre-development.

**c. Barman-** The Commission discussed a previous proposition for a hotel. Streich emphasized that times have changed and encourage the Commission to look outside the box. Sheppard noted Barman should not be contingent on Lot 1 development. Streich incited the Commission to open dialog for a Parking structure. Consensus to pursue a combination of offices and other potential commercial users offset and support the cost of Port activities.

**d. Industrial Acquisition(s)-**Consensus to pursue possible acquisitions.

**e. Lot #1-** Consensus to explore traffic analysis, Listen to Mark Hickok's presentation before moving forward with the idea of a Complex Facility and preserve the subdivision plan extension.

The meeting was adjourned at 12:08 p.m.

Respectfully submitted,

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Maria Diaz

**ATTEST:**

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John Everitt, President

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David Meriwether, Secretary

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# Commission Memo



Prepared by: Genevieve Scholl  
Date: September 24, 2019  
Re: Pageworks Design - Waterfront Trail  
Signage Project

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In April of this year, the Port entered into a contract with Pageworks Design of Hood River for design and project management services for the Waterfront Trail Wayfinding and Interpretive Signage Project. Since then, Pageworks and staff have been working with community partners at the Hood River History Museum, Riverkeeper, and the Hood River Watershed group to conduct the extensive research needed for content development for the signs. There are a total of 14 large signs planned, each touching on multiple historical, cultural, and environmental topics that will provide trail users with an enhanced experience of the area. Sample early design mock-ups are attached.

The original contract had a project completion date of September 15, but staff anticipates at least six more months are needed to complete the content development, design, review, and fabrication process for the signs. Port facilities crews will install the signs as their schedule allows in spring.

This Amendment No. 1 to the contract extends the project deadline to June 30, 2020. There are no changes to the contract amount or project budget at this time.

**RECOMMENDATION:** Approve Amendment No. 1 to contract with Pageworks Design for the Waterfront Trail Wayfinding and Interpretive Signage project.

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**AMENDMENT NO. 1  
TO PERSONAL SERVICES CONTRACT**

This is Amendment No. 1 to the Personal Services Contract ("Contract") entered into on May 1, 2019 by and between Pageworks Design ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

**RECITALS:**

WHEREAS, Contractor and Port entered into a contract for design and project management services to implement Phase One of the Waterfront Trail Signage Project, ("Project"); and

WHEREAS, the contract expires on September 15, 2019; and

WHEREAS, Port and Contractor seek more time to complete the project;

THEREFORE, Port and Contractor agree to extend the contract through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed.

DATED: \_\_\_\_\_, 2019

**Paige Rouse, Pageworks Design**

**Port of Hood River**

\_\_\_\_\_  
601 Cascade Avenue  
Hood River, OR 97031  
(541) 386-5616  
paige@pageworks.com

\_\_\_\_\_  
Michael S. McElwee  
Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031

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# KOBERG'S BEACH

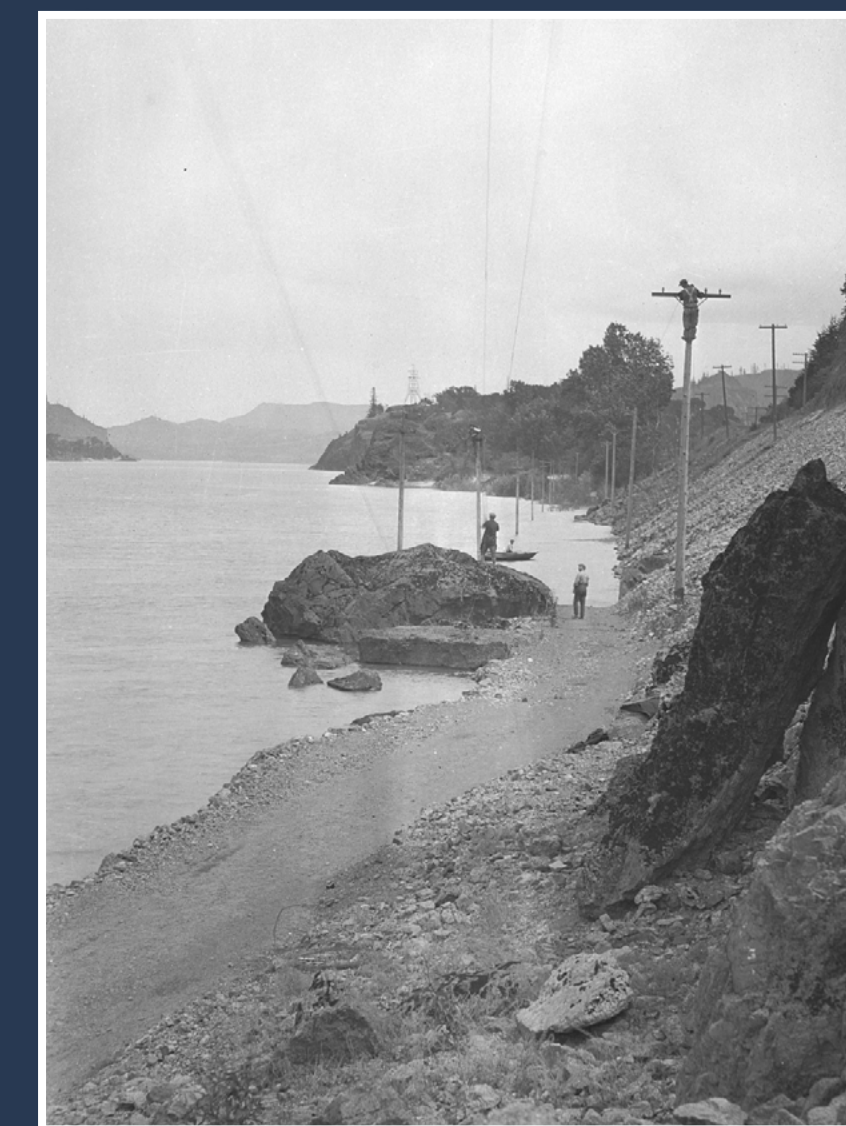


*Koberg's beach was a popular spot in the early 20th century. The area behind the diver is the site where the grand pavillion would be built in 1927, complete with a large dance hall.*



*The rising waters behind Bonneville dam can be seen beginning to inundate the grand pavillion at Koberg's Beach in this 1938 image.*

Long before Hood River became known as the “windsurfing capital of the world,” it was a well-known destination for inland beach-goers with Koberg’s beach resort a main draw. In 1894, John H. Koberg, an immigrant from Schleswig, Germany, purchased 120 acres of land along the Columbia River just east of Hood River from Captain John Stanley. (Stanley Rock is the still visible promontory). The Koberg family farmed the rich soil of the river bottomland with asparagus, peaches, and tomatoes for Portland markets and by 1910, the farm had become a popular picnic spot. Koberg built a massive stone pavilion into the side of Stanley Rock in 1927 that eventually featured three levels including a shooting gallery, picnic and cooking amenities, a concession area and a dance floor. Prince and Clara Koberg, the children of John and Emma (Lage), served as lifeguards and swim instructors at the swim beach.



*Lineman move power poles up as the waters rise inundating the seasonal road to Koberg's. I-84 now crosses this spot at the level of the railroad high up the gravel bank to the right.*

After the Bonneville Dam was constructed in 1938, rising waters of the Columbia submersed the pavilion and most of the beach. In 1951, the federal government purchased the property for construction of what is now Interstate 84 plus a desired rest stop, now the Koberg Beach Oregon State Park. In 1997, Native American fishery rights at the site were enforced and the far eastern portion of the park is provided “in lieu of” lost fishing grounds.



*Ruins of the footings of the grand pavillion at present day Koberg Beach Oregon State Park 1 mile east of here.*





# LUMBER MILLS



*SDS Lumber Company is a family owned business has been in operation over 70 years, producing wood products including structural lumber and plywood.*



Northeast across the Columbia River sits a survivor from a time the region was populated by over 50 lumber mills. Today, SDS Lumber Company is one of the few remaining. The company was founded in 1946 when brothers Bruce and Wallace M. Stevenson partnered with Frank Daubenspeck, for ownership of the bankrupt Nordby Lumber and Box on the Columbia River in Bingen, WA.

By the mid-1980s, the timber industry began to change forever. Public timber supply on federal lands has nearly disappeared, along with many mills dependent on it. Though SDS procures logs from many sources, from its early days acquisition of timberland was guided by a policy of owning land close to home. Today 55,000 acres of SDS lands are within a 35-mile radius of the mill. In its first year of operation, SDS Lumber produced 30,000 board feet of lumber per day, similar to what the company produces today.



*The Broughton Flume (sections of which are still visible) brought logs from Willard, WA to the Broughton Mill on the Columbia 5 miles west of here.*

**100% of wood entering the SDS mill has value and purpose. Nothing is wasted.** A mountain of chips at the western end of the mill will be carried by barge to nearby pulp mills by SDS's tugboats (one of which the Dauby" was built at Nichols Boatworks in Hood River).

SDS also produces power in its steam - operated power plant. SDS uses bark and other wood waste - biomass - to fuel their steam plant producing the steam needed for lumber and



*SDS's biomass steam power plant and crew.*

plywood production. The "excess" steam generates electricity (as much as 10.0 megawatts), which is sold to the open market as "green power." The SDS steam plant has an electorostatic precipitator to control particulate emissions and meets or exceeds clean air standards.



*SDS's Dauby pushes a barge full of wood chips down river.*



**The northern spotted owl has been a symbol of the changing timber industry.** "Before SDS harvests on SDS land, we hoot and survey every logging unit for nest trees. If we find owls, we measure a 1.8-mile radius around the tree. 40% of timber in the owls home range is left standing."

-Jason Spadaro (SDS President, forester and registered "hooter")





# Commission Memo



Prepared by: Fred Kowell  
Date: September 24, 2019  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$11,462.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$11,462.00</b>
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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  
September 10, 2019  
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
895.00	0.00	0.00	0.00	-895.00	\$0.00
TURTLE ISLAND INCORPORATED (Lease)					302-5520
0.00	484.00	0.00	0.00	0.00	\$484.00
MISCELLANEOUS MATTERS					
JJ					1-6520
176.00	1,056.00	0.00	0.00	-176.00	\$1,056.00
HRD LEASE (Hood River Distillers)					
110.00	0.00	0.00	0.00	-110.00	\$0.00
BRIDGE LIFT ENGINEER CONTRACT (HDR Inc.)					
40.00	0.00	0.00	0.00	-40.00	\$0.00
LEASE (Cloud Cap Technology)					
44.00	0.00	0.00	0.00	-44.00	\$0.00
LIFT SPAN ENGINEER SERVICES (Stafford Bandlow)					
242.00	0.00	0.00	0.00	-242.00	\$0.00
TRESPASS ON PUBLIC PROPERTY					1-6520
154.00	1,078.00	0.00	0.00	-154.00	\$1,078.00
BRIDGE TOLL ENFORCEMENT					100-5520
264.00	44.00	0.00	0.00	-264.00	\$44.00
STORM LINE SINK HOLE (Hood River Distillers area)					
6,556.00	4,664.00	0.00	0.00	-6,556.00	\$4,664.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
SECURITY SERVICES CONTRACT (HRT) 0.00	308.00	0.00	0.00	0.00	\$308.00
ODOT IGA - I-84 BRIDGE REPLACEMENT 176.00	0.00	0.00	0.00	-176.00	\$0.00
TRIBES - IGA 440.00	44.00	0.00	0.00	-440.00	\$44.00
PROPERTY SALE - WEBER BUS. PARK 0.00	2,222.00	0.00	0.00	0.00	\$2,222.00
PROPERTY PURCHASE 154.00	0.00	0.00	0.00	-154.00	\$0.00
PROPERTY PURCHASE 264.00	1,408.00	0.00	0.00	-264.00	\$1,408.00
PROPERTY PURCHASE 0.00	154.00	0.00	0.00	0.00	\$154.00
<u>9,515.00</u>	<u>11,462.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-9,515.00</u>	<u>\$11,462.00</u>

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

# Commission Memo



Prepared by: Anne Medenbach  
Date: September 24, 2019  
Re: Pfriem Phase 2 Report

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Pfriem has completed their plans and specifications for Phase 2 of their Tenant Improvement (TI). In March of 2019, the board approved Lease Amendment No. 3, which anticipated Phase 2 in general, the parking spaces that would be lost due to construction, and replacement of those at the Jensen building. Since that time, Pfriem has finished their construction plans for Phase 2 and submitted them to the Port for review.

The proposed improvements impact building floor, storm, and sewer systems as well as the addition of a new exterior small building. These impacts were anticipated in a general sense and presented by Pfriem in 2018 and 19.

It is staff's opinion that the proposed improvements are necessary for Pfriem to support continued business growth and that while the improvements impact the building systems, that they do not do so adversely. Additionally, should the Port wish to have the improvements removed if and when Pfriem vacates, Pfriem must do that work at the Port's request.

Pfriem and their architects will be at the meeting to provide a brief presentation of the construction process and enable the Board to understand the project in a more detailed way. Staff and Coffman Engineering are currently reviewing the full plans for any design flaws and issues, per the lease. This review is anticipated to complete in early October with City approval expected thereafter.

**RECOMMENDATION:** Discussion.

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C:\Users\jfrank\Documents\pfrim Phase 2-2019\jfrank10252019.dwg

PORT REVIEW SET  
08.30.2019

# pFriem FAMILY BREWING PHASE 2 EXPANSION

707 PORTWAY AVENUE, SUITE 101 HOOD RIVER, OREGON 97031



VICINITY MAP  
NOT TO SCALE

## PROJECT TEAM

<p><b>OWNER</b> pFRIEM FAMILY BREWING 707 PORTWAY AVE, SUITE 101 HOOD RIVER, OREGON 97031</p> <p>CONTACT: RUDY KELLNER 503.333.1395 RUDY@PFRIEMBEER.COM</p> <p><b>ARCHITECT</b> ORANGEWALLstudios 240 N BROADWAY ST. SUITE 308 PORTLAND, OR 97227</p> <p>CONTACT: ARIC DEBRRAE 503.833.9548 ARIC@ORANGEWALLstudios.com</p> <p><b>STRUCTURAL ENGINEER</b> WDV STRUCTURAL &amp; CIVIL ENGINEERS 8443 SW BEAVERTON HILLSDALE HWY 9715 PORTLAND, OREGON 97221</p> <p>CONTACT: OREGON UNSELL 503.203.9111 GUNSELL@WDV.COM</p>	<p><b>MFP ENGINEER</b> MAZZETTI INC. 121 SW SALMON STREET, SUITE 100 PORTLAND, OR 97204</p> <p>CONTACTS: WILLIAM CARSON, PE, OMA (MECHANICAL) 503.853.3892 WC@RON@MAZZETTI.COM</p> <p>JOHN PRICE (ELECTRICAL) 541.801.5954 JPRICE@MAZZETTI.COM</p> <p>TIMOTHY ELY, PE, HFDP, LEED AP (PLUMBING) 503.801.9592 TELY@MAZZETTI.COM</p> <p><b>CIVIL ENGINEER</b> LUNCEY GROVE 489 N 8TH STREET - SUITE 201 HOOD RIVER, OREGON, 97031</p> <p>CONTACT: LUNCEY GROVE 541.450.0613 LROVE@LUNCEYGROVE.COM</p> <p><b>GENERAL CONTRACTOR</b> TO BE DETERMINED</p>
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## SHEET INDEX

<b>GENERAL</b>	<b>TITLE SHEET</b>
G000	CODE SUMMARY
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G005	ADA DIAGRAMS
<b>CIVIL</b>	
C-01	EXISTING SITE CONDITIONS
C-02	PROPOSED SITE CONDITIONS
<b>ARCHITECTURAL</b>	
A001	ASSEMBLIES
A100	SITE PLAN
A100	SLAB PLAN - LEVEL 01
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
A103	ROOF PLAN
A120	ENLARGED FLOOR PLANS - LOOGER ROOMS
A121	ENLARGED FLOOR PLANS - COLD ROOM / KITCHEN
A122	ENLARGED FLOOR PLANS - OFFICES
A150	MALT ROOM & PROCESS WASTE SLAB PLAN
A151	MALT ROOM & PROCESS WASTE PLAN
A152	LOADING DOCK PLAN & SECTION
A301	MALT ROOM EXTERIOR ELEVATIONS
A302	MALT ROOM EXTERIOR ELEVATIONS
A303	MALT ROOM ELEVATIONS
A401	BUILDING SECTIONS
A402	MALT ROOM SECTIONS
A403	WALL SECTIONS
A901	SCHEDULES
<b>STRUCTURAL</b>	
S001	STRUCTURAL NOTES AND SPECIAL INSPECTION
S-101	SITE PLAN
S-102	SLAB AND MEZZANINE FRAMING PLAN
S-103	TANK PAD & MALT ROOM FOUNDATION PLAN
S-104	FERMENTER PAD & LOADING DOCK
S-301	SLAB AND FOUNDATION DETAILS
S-401	MEZZANINE FRAMING DETAILS
S-501	DETAILS
<b>MECHANICAL</b>	
M001	SYMBOLS LIST & SCHEDULES
M101	MECHANICAL FIRST FLOOR PLAN
M102	MECHANICAL SECOND FLOOR PLAN
M151	MECHANICAL MALT ROOM / HVAC PLAN
<b>PLUMBING</b>	
P100	FOUNDATION PLAN - PLUMBING DEMOLITION
P101	FOUNDATION PLAN - PLUMBING
P151	MECHANICAL MALT ROOM / PROCESS WASTE PLAN
<b>ELECTRICAL</b>	
E001	ELECTRICAL LEGENDS
E002	ELECTRICAL SPECS
E003	ELECTRICAL SPECS
E004	ELECTRICAL SCHEDULES
E005	ELECTRICAL SCHEDULES
E010	ELECTRICAL SITE PLAN
E201	ELECTRICAL LIGHTING FIRST FLOOR PLAN
E202	ELECTRICAL LIGHTING SECOND FLOOR PLAN
E251	ELECTRICAL MALT ROOM / PROCESS WASTE PLAN
E301	ELECTRICAL POWER FIRST FLOOR PLAN
E302	ELECTRICAL POWER SECOND FLOOR PLAN
E351	ELECTRICAL MALT ROOM / PROCESS WASTE PLAN
E501	ELECTRICAL ONE-LINE DIAGRAM

## DEFERRED SUBMITTALS

ITEMS IN THE LIST BELOW TO BE SUBMITTED UNDER SEPARATE PERMIT & ARE NOT INCLUDED AS PART OF THIS DOCUMENT SET.

1. FIRE SPRINKLER
2. FIRE ALARM
3. WALL-IN COOLER
4. FIRE MANUFACTURED METAL BUILDING
5. CO2 MONITORING (IF REQUIRED)
6. CIG TANK PERMIT FROM FIRE MARSHALL'S OFFICE

ARCHITECTURE  
ORANGE WALL studios  
PLANNING  
240 N Broadway, Suite 308 p. 503.227.6100



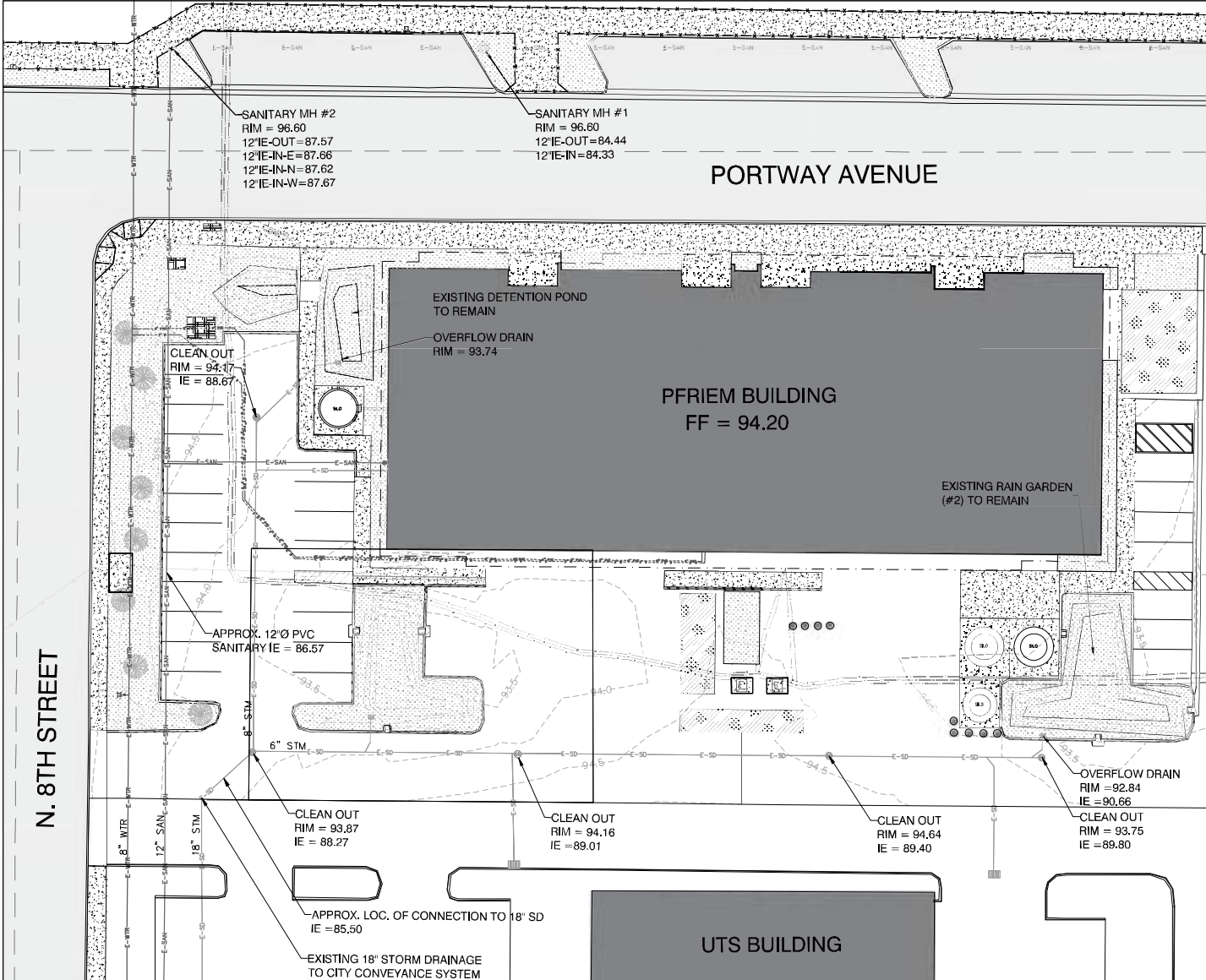
PORT REVIEW SET 08.30.2019  
 pFriem FAMILY BREWING PHASE 2 EXPANSION  
 707 PORTWAY AVENUE, SUITE 101  
 HOOD RIVER, OREGON 97031

REVISIONS:

NO. DATE DESCRIPTION

G000

SHEET SIZE: 24" x 36"  
SCALE: 1/4" = 1'-0"

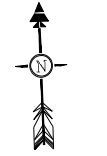


PORTWAY AVENUE

N. 8TH STREET

PFRIEM BUILDING  
FF = 94.20

UTS BUILDING



0 15' 30'  
SCALE (FEET)

**LEGEND:**

— E-SAN	EXISTING SANITARY SEWER
— P-SAN	PROPOSED SANITARY SEWER
— E-SD	EXISTING STORM SEWER
— P-SD	PROPOSED STORM SEWER
■	EXISTING CATCH BASIN
■	PROPOSED CATCH BASIN
○	EXISTING SANITARY MANHOLE
○	PROPOSED SANITARY MANHOLE
○	EXISTING STORM MANHOLE
○	PROPOSED STORM MANHOLE
○	EXISTING SANITARY CLEANOUT
○	PROPOSED SANITARY CLEANOUT
○	EXISTING STORM DRAINAGE CLEANOUT
○	PROPOSED STORM DRAINAGE CLEANOUT
— E-WTR	EXISTING WATER LINE
— P-WTR	PROPOSED WATER LINE
⊗	EXISTING FIRE HYDRANT
⊗	PROPOSED FIRE HYDRANT
○	EXISTING WATER VALVE
○	PROPOSED WATER VALVE
○	EXISTING BLOW-OFF VALVE
○	PROPOSED BLOW-OFF VALVE
○	EXISTING WATER METER
○	PROPOSED WATER METER
— E-E	EXISTING OVERHEAD ELECTRIC POWER LINE
— P-E	PROPOSED OVERHEAD ELECTRIC POWER LINE
— E-UE	EXISTING UNDERGROUND ELECTRIC POWER LINE
— P-UE	PROPOSED UNDERGROUND ELECTRIC POWER LINE
—	EXISTING POWER POLE
—	PROPOSED POWER POLE
—	EXISTING ELECTRIC METER
—	PROPOSED ELECTRIC METER
— E-UG	EXISTING NATURAL GAS LINE
— P-UG	PROPOSED NATURAL GAS LINE
—	EXISTING GAS METER
—	PROPOSED GAS METER
— E-UC	EXISTING UNDERGROUND COMMUNICATION
— P-UC	PROPOSED UNDERGROUND COMMUNICATION
—	EXISTING TELEPHONE RISER
—	PROPOSED TELEPHONE RISER
—	EXISTING INDEX CONTOUR LINE
—	PROPOSED CONTOUR LINE
—	EXISTING FENCE LINE
—	PROPOSED FENCE LINE
—	EXISTING SILT FENCE
—	PROPOSED SILT FENCE
—	PROPERTY LINE

**HATCH LEGEND:**

■	EXISTING BUILDING	■	EXISTING CONCRETE
■	EXISTING GREEN SPACE	■	

**REFERENCE NOTES:**

1. TOPOGRAPHIC SURVEY PERFORMED ON JUNE 3RD, 2019. UTILITIES MARKED AND SURVEYED AUGUST 8, 2019.
2. HORIZONTAL DATUM: OREGON STATE PLANE, NORTH ZONE NAD 83.
3. VERTICAL DATUM: NAVD 1988.

ARCHITECT  
  
 740 N. Broadway, Suite 310  
 Portland, Oregon 97227  
 P 503.237.0100  
 F 503.237.9889

ENGINEER  
  
 489 N. 8TH STREET  
 SUITE 201  
 HOOD RIVER, OR  
 97031



PFRIEM FAMILY BREWING  
 PHASE 2 EXPANSION  
 107 PORTWAY AVE, SUITE 101  
 HOOD RIVER, OR, 97031

REVISIONS

NO.	DATE	DESCRIPTION
02	06/28/2019	02 SUBMISSION

SHEET TITLE:  
**EXISTING SITE CONDITIONS**

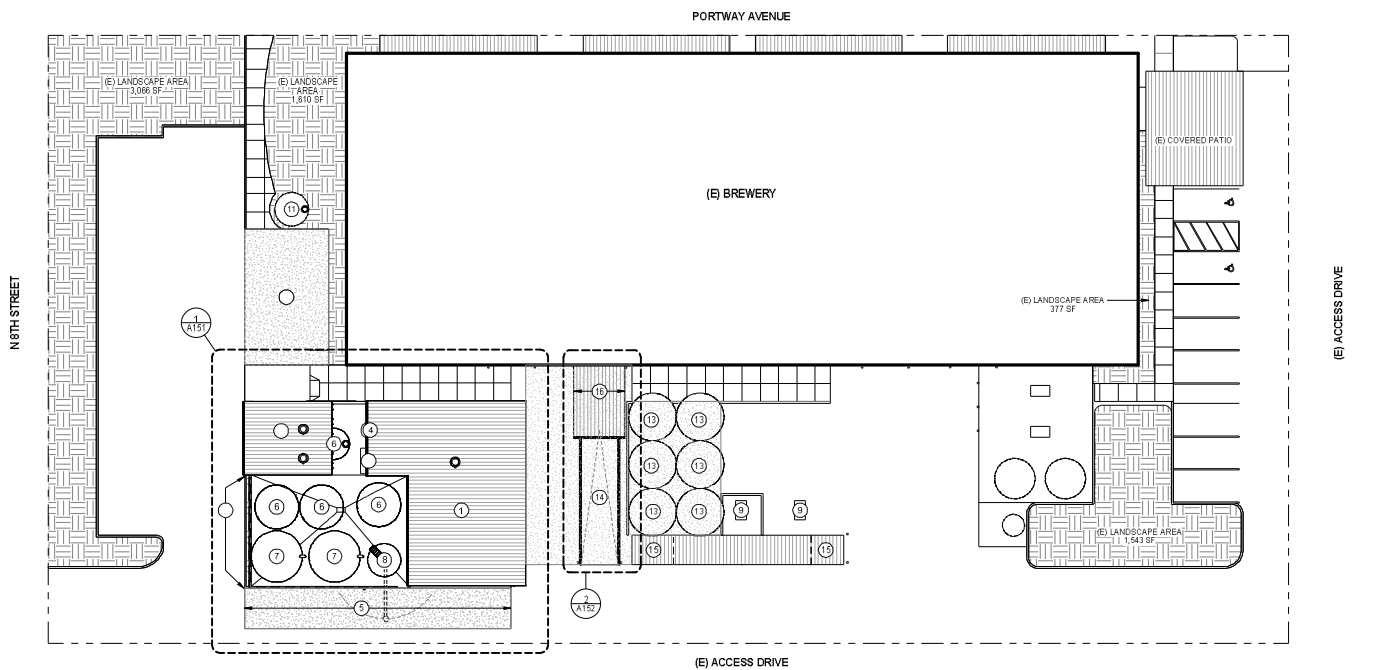
PROJECT #

PERMIT	-
DATE:	28 AUGUST, 2019
DRAWN BY:	LGRDVE
CHECKED BY:	CGARRIDO

**C-01**

SHEET SIZE: 24" X 36"





**SITE PLAN** 1  
1/16" = 1'-0"

KEYNOTES - SITE PLAN - PHASE 2		GENERAL NOTES - SITE PLAN	
1	(N) PRE MANUFACTURED METAL MALT ROOM BUILDING	1.	SITE PLAN FOR REFERENCE ONLY. SEE CIVIL FOR ADDITIONAL INFORMATION.
2	(N) PROCESS WASTE TREATMENT CHEMICAL STORAGE BUILDING	2.	FINISH FLOOR ELEVATION OF 0'-0" PER ARCHITECTURAL = 94.25' PER CIVIL. VERIFY W/ CIVIL DRAWINGS
3	(N) 36" HIGH CONCRETE PLANTER BOX WALLS W/ CORR TEN PANELS ON HSS FRAME		
4	APPROXIMATE LOCATION OF BREWERY WASTEWATER TIE-IN TO (N) PROCESS WASTE SYSTEM		
5	(N) 11' WIDE SERVICE VEHICLE STRUCTURAL PAD TO ACCOMMODATE A 50' MULTIAXLE TRUCK		
6	PROCESS WASTE TANK BY OTHERS		
7	(N) BASE GRAIN SILOS, OFCI		
8	SPENT GRAIN SILO, OFCI		
9	(E) TRANSFORMERS, NO WORK. PROTECT DURING DURATION OF CONSTRUCTION		
10	(N) PROCESS WASTE SYSTEM W/ (N) SLAB. NOTE THIS ITEM ALSO A.L.T. RESID BY A.S.J.		
11	(E) STORMWATER TANK, NO WORK		
12	APPROXIMATE LOCATION OF SUB-GRADE SAMPLING WALL, (N) S		
13	(N) 800 BARREL FERMENTATION VESSEL, OFCI		
14	(N) LANDING DOCK W/ FLOOR DRAIN TO SANITARY		
15	(N) TRANS-ENCLOSURE EXTENSION TO MATCH (E) COVERED, W/ FLOOR DRAIN TO SANITARY		
16	(N) CANOPY ROOF STRUCTURE TO COVER LANDING DOCK FLOOR DRAIN		

ARCHITECT  
**ORANGE WALL LLC**  
 PLANNING  
 240 NE Broadway, Suite 202 P.O. Box 277500  
 Portland, Oregon 97227 P: 503.277.5688  
 F: 503.277.5689

REVIEW SET

**pFriem FAMILY BREWING**  
**PHASE 2 EXPANSION**  
 PORTWAY AVENUE, SUITE 101  
 PORTLAND, OREGON 97227

PORT REVIEW SET

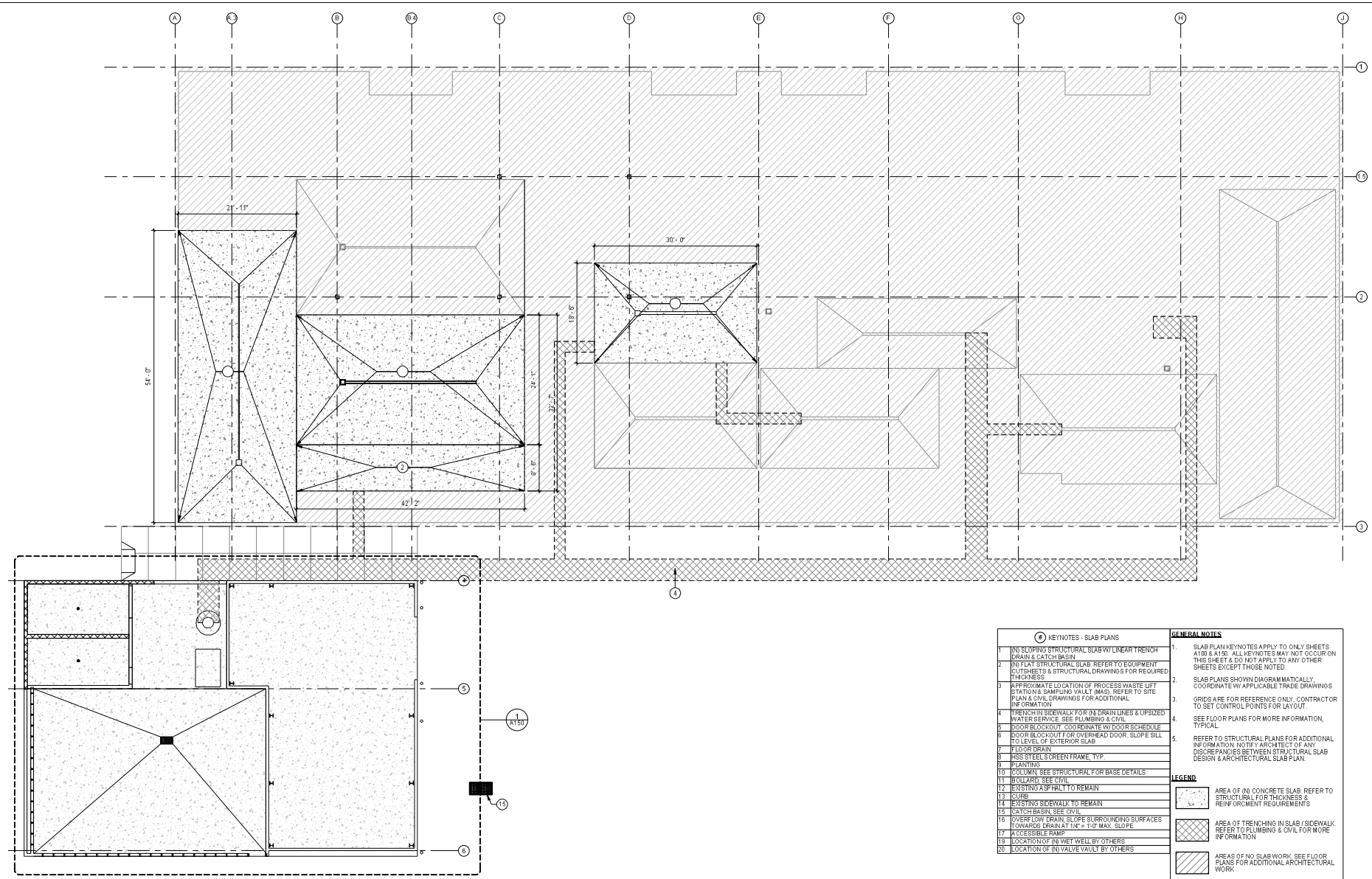
REVISIONS:  
 NO. DATE DESCRIPTION

SHEET TITLE:  
**SITE PLAN**

PROJECT # 19009  
 PERMIT DATE:  
 DATE: 09.20.2019  
 DRAWN BY: OWS  
 CHECKED BY: OWS

**A010**





KEYNOTES - SLAB PLANS		GENERAL NOTES	
1	(N) SLOPING STRUCTURAL SLAB W/ LINEAR TRENCH DRAIN & CATCH BASIN	1	SLAB PLAN KEYNOTES APPLY TO ONLY SHEETS A100 & A101. ALL KEYNOTES MAY NOT OCCUR ON THIS SHEET & DO NOT APPLY TO ANY OTHER SHEETS EXCEPT THOSE NOTED.
2	(N) FLAT STRUCTURAL SLAB. REFER TO EQUIPMENT CUTSHEETS & STRUCTURAL DRAWINGS FOR REQUIRED THICKNESS	2	SLAB PLANS SHOWN DIAGRAMMATICALLY. COORDINATE W/ APPLICABLE TRADE DRAWINGS.
3	APPROXIMATE LOCATION OF PROCESS WASTE LIFT STATION & SAMPLING VAULT (MAY). REFER TO SITE PLAN & CIVIL DRAWINGS FOR ADDITIONAL INFORMATION	3	GRID S ARE FOR REFERENCE ONLY. CONTRACTOR TO SET CONTROL POINTS FOR LAYOUT.
4	TRENCH IN SIDEWALK FOR IN DRAIN LINES & UPSIZED WATER SERVICE. SEE PLUMBING & CIVIL	4	SEE FLOOR PLANS FOR MORE INFORMATION. TYPICAL.
5	DOOR BLOCKOUT. COORDINATE W/ DOOR SCHEDULE	5	REFER TO STRUCTURAL PLANS FOR ADDITIONAL INFORMATION. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN STRUCTURAL SLAB DESIGN & ARCHITECTURAL SLAB PLAN.
6	DOOR BLOCKOUT FOR OVERHEAD DOOR. SLOPE GILL TO LEVEL OF EXTERIOR SLAB		
7	FLOOR DRAIN		
8	HSS STEEL SCREEN FRAME, TYP.		
9	PLANTING		
10	COLUMN. SEE STRUCTURAL FOR BASE DETAILS		
11	BUILDING. SEE CIVIL		
12	EXISTING ASPHALT TO REMAIN		
13	CURB		
14	EXISTING SIDEWALK TO REMAIN		
15	CATCH BASIN. SEE CIVIL		
16	OVERSLOW DRAIN. SLOPE SURROUNDING SURFACES TOWARDS DRAIN AT 1/4" = 1'-0" MAX. SLOPE.		
17	ACCESSIBLE RAMP		
18	LOCATION OF IN VALVE WELL BY OTHERS		
19	LOCATION OF IN VALVE VAULT BY OTHERS		
20	LOCATION OF IN VALVE VAULT BY OTHERS		

ARCHITECT  
**ORANGE WALL** LLC  
 PLANNING  
 240 N. Broadway, Suite 202  
 Portland, Oregon 97227  
 P: 503.277.5100  
 F: 503.277.5589

REVIEW SET

**pFirm FAMILY BREWING  
 PHASE 2 EXPANSION**

INDUSTRIAL REVIEW, SUITE 101  
 1400 GARNEY AVENUE, PORTLAND, OR

PORT REVIEW SET

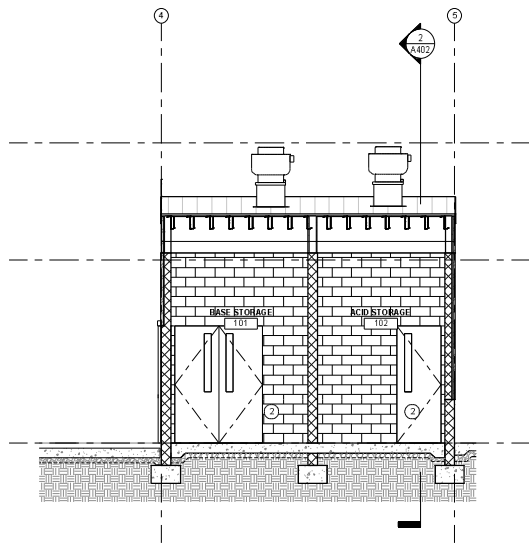
REVISIONS:  
 NO. DATE DESCRIPTION

SHEET TITLE:  
**SLAB PLAN - LEVEL 01**

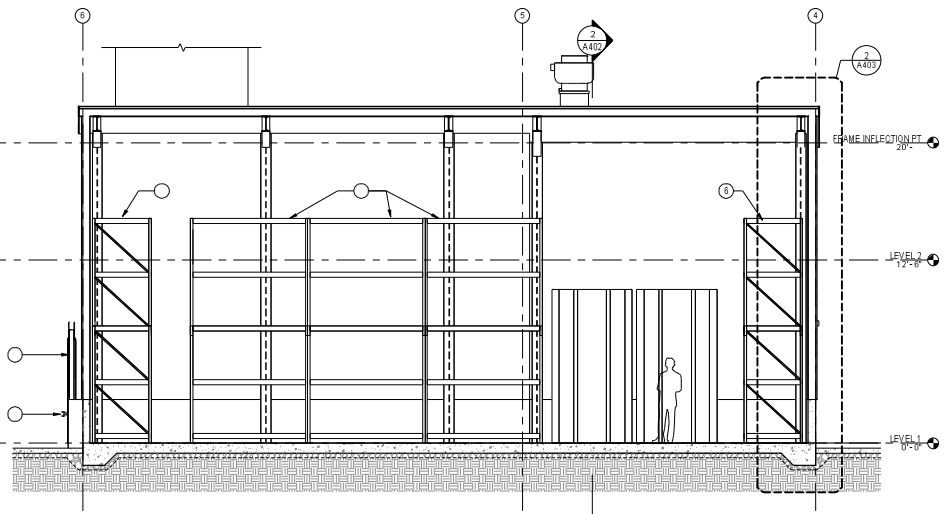
PROJECT # 19009  
 PERMIT DATE:  
 DATE: 09.20.2019  
 DRAWN BY: OWS  
 CHECKED BY: OWS

**A100**

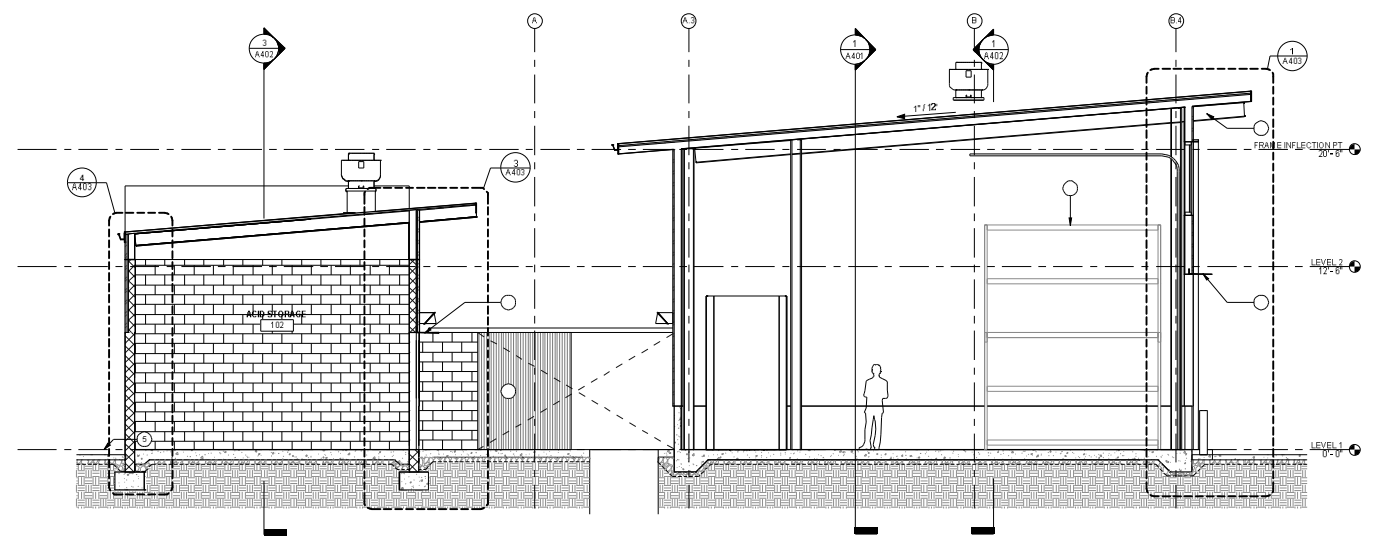
FIRST FLOOR SLAB PLAN / SIDE STREAMING PLAN 1/8" = 1'-0" 1



SECTION (N-S) THRU ACID /BASE 3  
1/4" = 1'-0"



SECTION (N-S) THRU MALT ROOM 1  
1/4" = 1'-0"



SECTION (E-W) THRU OVERHEAD DOOR 2  
1/4" = 1'-0"

**GENERAL NOTES - BUILDING /WALL SECTIONS**

1. ALL DIMENSIONS INDICATED ARE TO FACE OF STUD AT EXTERIOR WALLS, CENTERLINE OF STUD AT INTERIOR WALL UNLESS NOTED OTHERWISE.
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO BEGINNING WORK TO CONFIRM SIGNIFICANT DISCREPANCIES WITH ARCHITECTURAL DIMENSIONS.
3. SEE STRUCTURAL DRAWINGS & CALCULATIONS FOR ALL STRUCTURAL INFORMATION NOT INDICATED HERE.

**LEGEND**

- EXISTING WALLS TO REMAIN
- NEW FRAMED WALLS, SEE WALL TYPES
- NEW CMU WALLS, SEE WALL TYPES
- NEW CONCRETE

**KEYNOTES - BUILDING /WALL SECTIONS**

- 1 CHEMICAL STORAGE TANKS BY OTHERS
- 2 SLIDING GATE, PREFINISHED CORRUGATED METAL OVER WSS FRAME
- 3 1/4" BENT STEEL PLATE HEAD FLASHING, PREFINISHED
- 4 SHELVING, OF CI
- 5 TANK FILL / CLEANOUT PORTS

ARCHITECT  
**ORANGE WALLS LLC**  
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 240 N. Broadway, Suite 202  
 Portland, Oregon 97227  
 P: 503.227.9589  
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REVIEW SET



**pFrim FAMILY BREWING**  
**PHASE 2 EXPANSION**  
 100 PORTLAND AVENUE, SUITE 100  
 PORTLAND, OREGON 97207

PORT REVIEW SET

REVISIONS:  
 NO. DATE DESCRIPTION

SHEET TITLE:  
**MALT ROOM SECTIONS**

PROJECT # 19009  
 PERMIT DATE:  
 DATE: 09.20.2019  
 DRAWN BY: OWS  
 CHECKED BY: OWS

**A402**

# Commission Memo



Prepared by: Michael McElwee  
Date: September 24, 2019  
Re: Intern Report – Jonathan Jones

---

Jonathan Jones has worked as a paid intern this summer, focused on identifying, cataloging, and researching remediation for invasive plants at several Port-owned waterfront properties. Jonathan served as the project manager for the removal of invasive aquatic plants at Frog Beach that has greatly improved aesthetics and water access at the beach. He will present a report summarizing his work and findings to the Commission during the meeting.

**RECOMMENDATION:** Informational.

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# Commission Memo



Prepared by: Michael McElwee  
Date: September 24, 2019  
Re: 2020-2026 Port Strategic Business Plan

---

Staff has discussed previously with the Commission the development of a new Strategic Business Plan (“Plan”) this fiscal year. The development of the Plan is on the Executive Director’s workplan of the Port staff. The reasons for creating the Plan are several:

- In 2010, the state of Oregon created *A New Strategic Business Plan for Oregon’s Statewide Port System*. The state (Oregon Business Development Department later created a template that was used by Ports around the state to create strategic business plans.
- The Port last plan was created in 2015 and was assumed to cover a 5-year period. The strategies and actions it recommended have been largely accomplished or superseded by changing circumstances.
- The prospect of a new bridge, though good for the region, suggests that the revenues from the current bridge may decrease markedly in the next 10 years.

## Key Considerations

The content and structure of a new Plan must meet different needs and address different audiences. The following are key considerations:

- **Build from Evidence.** What the Port decides to do (strategies and actions) should be based on some evidence, particularly: (1) current and future challenges and opportunities, (2) strategies and actions that might potentially address the challenges and opportunities, (3) criteria for assessing how will strategies and actions perform in addressing the challenges and opportunities, and (4) an assessment of performance so that the “best” strategies and actions are adopted and pursued. This approach suggests is the recommended structure for the Plan.
- **Clarify Objectives.** What has the Port done in the past, how has the landscape changed, what should be the Port’s core mission going forward? That information is a critical foundation for decisions about strategies, actions, and their priorities going forward.
- **Address Uncertainty.** The issues around the future of the current bridge and the revenue it provides to the Port probably has the biggest impact on Port operations. How it will play out is very uncertain: no math or model can predict with confidence. The Plan should acknowledge this uncertainty, create what stakeholders and the public can accept as reasonable attempts to bound future outcomes, and incorporate contingency and monitoring into its Plan.
- **Consider Different Audiences.** The Plan should allow different audiences, with different purposes and backgrounds, to quickly get the information they deem relevant. That

objective likely cannot be achieved with a single document. The approach may be to write at least three different versions of the Plan.

- **Core Plan.** Start with a description of the public purpose, then follow the logic outlined in the previous bullet point, summarizing from the detail in technical appendices (next bullet). This is the level for most people with a strong interest in Port activities-- staff, Commissioners, representatives of stakeholder groups (agencies, businesses, interest groups. 15-30 pages.
- **Technical appendices** to the Plan. Potentially, 5 – 10 appendices, varying in length from 2 to 50 pages. They are the documentation of the evidence addressing the issues in the first bullet point. The audience is a small subset of the audience for the Plan These appendices, though they may not be read by many, are critical to the technical and political success of the Plan: they provide information and analysis that helps everyone understand and evaluate issues and potential solutions, and they provide documentation now and into the future of how and why decisions were made.
- **Summary.** A separate document, clearly written, with ample and good graphics. It is a stand-alone handout for anyone who want to know what the Port is thinking about as a strategy but does not need the detail of the full Plan. This summary is the basis for a supporting web-page and PowerPoint presentation. 2 - 4 pages.

Addressing multiple audiences also means ensuring that the Plan, however organized, addresses all the issues suggested in the State of Oregon’s template for port strategic business plans. Staff has reviewed plans from other ports that the state has endorsed. The outline and content proposed in this memorandum will meet or exceed the standards implied by other plans.

## Plan Organization

The major portion of the Plan would be described, supported by technical appendices and summary documents. The Plan needs to tell the Port story based on data and findings and follow a logic that is intuitive readable for most readers. Each bullet in the following list could be a short chapter, supported by one or more technical appendices:

- Why did the Port create the Plan? What is the public purpose? What is the history that got the Port here?
- What does the Port consider in the Plan to make it effective? Show the logic:
  - Situation Assessment. Internal and external forces that affect the Port’s ability to achieve it mission / goals (past, current and future)
  - Visions, Mission, Goals
  - Strategies to address challenges and take advantage of opportunities
  - Evaluation of those strategies and actions to achieve them
  - Selection of preferred strategies/actions
  - A work plan to implement the strategies/actions.

There are reasonable options, with different advantages, for the specific chapters of the Plan. Many plans start with Vision / Mission / Goals. However, we may choose to put the *Situation Assessment* before the Vision. This would prevent spending a lot of time on a vision and then find out in a situation assessment that vision has surpassed optimistic aspiration and must be amended to have any possibility of being attainable.

The Port has distinct lines of business (Bridge, Airport, Industrial Land, etc.), each of which might be best addressed by an individual business plan. The strategies might then be organized by line of business. On the other hand, no one can say with certainty now what the situation assessment, analysis, and public discussion will lead the Commission to conclude are the most important issues and actions for the Plan. Thus, the Commission could wait to specify the detailed organization of those sections until Plan preparation is further along.

The alternative would be for staff to create relatively short individual business plans by line of business during the *Situation Assessment* in a common format, that would then become *Technical Appendices* to the Plan. The Plan would then draw common or key elements from those business plans to create categories of strategies that cut across lines of business.

## Project Team & Management

Although there are a range of options, it is recommended that Port staff act as the project manager for the Plan. Staff would be responsible for meeting scheduling, public engagement coordination (Commission, stakeholders, and the public), and some of the technical work for the Situation Assessment and Strategy / Action Assessment.

The Port will need to hire consultants to manage or assist with major aspects of the Plan. Key areas of expertise where consultant support is needed:

- Public engagement, including workshops and polling as needed
- Plan structure, evaluation and prioritization of potential strategies and actions
- Financial Evaluation
- Economic impacts/ Real Estate Analysis
- Graphics Preparation

## Product

This section provides a suggested outline for a main report of 10 – 30 pages, and the supporting Technical Appendices:

- I. INTRODUCTION (1 -2 pages)
  - A. Public purpose
  - B. Background / History
  - C. Planning Process
- II. SITUATION ASSESSMENT (2 – 4 pages)
- III. FUTURE VISION / MISSION / GOALS (1 -2 pages)

- IV. STRATEGIES AND ACTIONS (5 - 20 pages)
  - Categories, description, priorities
- V. IMPLEMENTATION / NEXT STEPS(Appx F) (1 -2 pages)
- APPENDICES
  - A. Background Includes District map
  - B. Planning Process (methods used for analysis and engagement)
  - C. Situation Assessment
    - C.1 Summary Assessment (10 – 20 pages, draws from all supporting docs)
    - C.2 Supporting documents
      - 1 Public Engagement
        - Summary of Process and Results
        - Notes from public workshops
        - Report of survey instrument and results
      - 2. Line of Business Assessments
        - a. Management Plan
          - Goals
          - Governance
          - Key Policies
          - Organization/Staffing
          - Public Involvement
        - b. Financial Plan
          - Goals
          - Policies
          - Operational Efficiencies
          - Resource Development
            - Tolling Services
            - Parking Management
        - c. Facilities Management Plan
          - Bridge
          - Airport
          - Leased Properties
          - Recreational
        - d. Real Estate Development Plan
          - Lower Mill
          - Waterfront
          - Airport
          - Marina Basin
        - e. Communication, Advocacy & Public Outreach Plan
        - f. Economic Development Plan



- Business Retention
- Business Recruitment & Marketing
- Training & Recruitment
- g. Environmental Plan
- 3 Economic and Demographic Analysis
  - Industry Trends,
  - Local/Regional Economic Development Plans
  - ...Other...?
- 4 Port Properties and Rents
- 5 Port Policies
- 6 Other...?
- D. Future Vision / Mission / Goals
- E. Evaluation of Strategies and Actions

## Budget

A thoroughly prepared and comprehensive Strategic Business plan, coupled with the challenges and opportunities facing the Port associated with bridge replacement would cost the Port \$80-\$120,00. There are likely resources from the OBDD “Port Planning & Marketing Fund” that could defray \$30-\$40,000 of these costs.

## Schedule

September	Prepare Work Plan
October	Commission Discussion Consultant Contracts
November	Commission Work Session #1: Scoping Situation Assessment Business plans by line of business Community survey design
December	Continue technical work
January	Public Meeting #1 Administer survey Commission Work Session #2: Situation Assessment;
February	Public Meeting #2: Situation Assessment, Vision & Goals Identification and assessment of strategies and actions

March	Continuation of technical work
April	Commission Work Session #3: Strategies & Actions
May	Public Meeting #3: Strategies & Actions Commission Work Session #4: Draft Plan
June	Final Draft Public Hearings and Adoption

**Recommendation:** Discussion.

# Commission Memo



Prepared by: Anne Medenbach  
Date: September 24, 2019  
Re: Real Estate Work Session

---

The Port held a Real Estate Work Session on Tuesday, September 17, 2019. The outcomes of that work session were split into three general categories:

1. General Real Estate Vision
2. Waterfront Vision
3. Future Development Options

The General Real Estate Vision discussion resulted in consensus that the Port's real estate portfolio's purpose is to "create cash flow to support other Port activities."

There was no consensus on the waterfront vision with that conversation continuing.

The Future Development Options are made up of four different potential developments that could be completed in the near term. The following consensus was reached.

- a. Pursue existing privately held properties for sale for land banking and rental income.
- b. Move forward with pre-development activities on two lots at the Lower Mill (1017 and 1101) for potential builds in 2020/21.
- c. Move forward with pre-development activities on the north side of the airport only AFTER Connect 6 and the North Ramp projects are complete and if staff is successful with LOI for pre-leasing one building.
- d. Look at feasibility of an office building development with some additional use components for the Barman property.

**RECOMMENDATION:** Discussion and confirmation.

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## BRIDGE REPLACEMENT PROJECT

Project Director Report  
September 24, 2019

The following summarizes Bridge Replacement Project activities from Sept. 6-19, 2019.

### **FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS**

As the technical reports wind down, the first draft of the Supplemental Draft EIS is being reviewed. Steve Siegel has been assisting in the review. The following are a few of the key activities coming up in the next month. A more detailed work plan is included in the packet.

#### **NATIONAL HISTORIC PRESERVATION ACT (NHPA) - SECTION 106**

Section 106 of NHPA requires projects with a federal connection to consider the effects on historic properties. This is one of the 15 technical documents, but stands separate due to the NHPA. Tribal Agency interests are covered in this technical document along with other historic structures, buildings, sites and districts.

At the same time, the Section 106 work – frequently referred to as “Cultural” or “Cultural Resource” – is gearing up. In addition to consulting with tribes, field surveys are being conducted at known historic properties. Almost 100 structures (mainly homes) on the White Salmon ridge above the Columbia have been included in the review. The Port will be working to distribute information door hangers on the properties in advance of the survey work to give homeowners a heads up before the survey team begins in the second week of October.

Roy Watters, Oregon Dept. of Transportation Cultural Resources Officer, is working with the tribal agencies to fine tune the scope of work for the Ethnographic Surveys that was shared with the Commission last month. Progress is moving as well as expected.

Archaeological fieldwork will also be underway in mid-October on properties where soils or structures would be disturbed, limited to periodic shovel testing. If anything unique is discovered in either of the surveys, follow-up fieldwork is included in the project schedule.

This process could have unintended consequences depending on what is discovered during site inspections and potential risks are being monitored by the Project Team. It's a long process not scheduled to be completed until 2020.

#### **EIS WORKING GROUP SUMMARY**

The EISWG met for the fourth time in White Salmon on Sept. 12. The WG met a new representative from Klickitat County as Commissioner David Sauter will be replacing Rex Johnston on the committee. The group reviewed the bike/ped connections to the existing

roads on Button Bridge Rd. and SR-14, discussed the re-screening of the three existing corridor (EC) options and agreed that due primarily to extremely high construction costs EC-1 should be dismissed. The Project Team will continue to work on EC-3 and EC-2 (preferred alternative). They also reviewed photo simulations of the bridge from different key viewing areas in the Gorge and discussed the process for how aesthetic decisions would be made as the project is closer to construction. The photo simulations will now be shared with ODOT and Federal Highways (FHWA).

#### **OTHER FEIS ITEMS**

- First Round of Supplemental Draft EIS (SDEIS) is making the rounds. The SDEIS will incorporate the findings in the various technical reports. Once drafts are completed in Spring 2020, the final document will be produced and open for a public comment period. The second Open House scheduled for next year will serve as a hearing for the SDEIS.
- The engineering team will be completing the final bridge hydraulics technical report in the next month.
- Continuing to reach out to Coast Guard and Army Corps to solicit a determination on the bridge opening for maritime traffic.
- Task 7. Transportation Technical Report complete.
- Draft Biological Assessment (BA) out for review.

#### **OTHER ITEMS**

- Fielded call from P3 Financing Company interested in update on bridge replacement.
- Intern Will Sumerfield continues to inspect archived minutes from neighboring local governments conducting research on the bridge's history. Has reviewed Port of Klickitat minutes and Klickitat County minutes for involvement in bridge acquisition during 1940s.
- Approximately 40 citizens were in attendance for the bridge update presentation in White Salmon for the newly formed Skamania/Klickitat League of Women Voters. The White Salmon mayoral candidates also presented.

#### **MEETING/OUTREACH SCHEDULE**

- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Sept. 26
- Monthly Cultural Resources Meeting, Portland, Sept. 27
- Klickitat County Transportation Policy Committee Meeting, Bingen, October 2
- USDA Project and Financing Update, Hood River, October 8
- Otak/WSP Cost to Complete Presentation, Port Commission Meeting, October 8



## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River  
**FROM:** Angela Findley, WSP  
**SUBJECT:** Projected Work – Through October 15, 2019  
**DATE:** September 17, 2019

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The following work is projected to occur from September 15 to October 15:

### TASK 1. PROJECT MANAGEMENT

- Client progress meeting on September 12 (advanced to coincide with WG meeting)
- Invoice for August activities
- Coordination with Port, Consultant Team and other agencies
- Finalize the cost to complete

### TASK 2. PUBLIC INVOLVEMENT

- Working Group #4 Meeting: review Port's meeting notes
- Community Outreach Event #3 and #4: prepare event summaries
- Environmental Justice Event #2: prepare event summaries

### TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Finalize the Methodology Memoranda by addressing comments from tribes; integrate comments as received into the technical reports
- Technical Reports
  - Finalize Group 3A (Noise) and Group 3B (Social/Econ/EJ), and Group 4A (Fish/Wildlife, Wetland/Vegetation, Visual)
  - Revise and submit Group 4A (Section 6(f)) and Group 4B (Cumulative) for FHWA review
  - Begin Group 5 (Section 4(f))



- Complete and submit the revised draft biological assessment that addresses Port, ODOT and NMFS review comments; present BA at the September ODOT/FHWA/NMFS coordination
- Conduct cultural resources fieldwork and second round of historic properties fieldwork
- Begin preparing Administrative Draft #2 Supplemental Draft EIS to address Port and ODOT technical review comments

#### **TASK 6. ENGINEERING**

- Support the Supplemental Draft EIS production by addressing Requests for Information
- Finalize architectural concepts of the bridge from the pedestrian's view to address Port, ODOT and FHWA review comments
- Confirm photo simulations are final

#### **TASK 7. TRANSPORTATION**

- Finalize Transportation Technical Report to address additional comments from the Port

#### **TASK 8. PERMIT ASSISTANCE**

- Revise and resubmit the Navigation Impact Report to address USCG comments; resubmit for USCG final review and public notification process.
- Coordinate with the remaining agencies that are still reviewing permit applications, primarily the US Army Corps of Engineers, for the in-water work associated with geotechnical exploration; address requests for information as needed.





# EIS UPDATE

## BRIDGE REPLACEMENT PROJECT

**OCTOBER 2019**

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

### What's new on the project?

- Finalizing remaining environmental technical reports.
- Revising the Supplemental Draft EIS for internal policy compliance.
- Conducting cultural resources field surveys and analyzing results.
- Finalizing the biological assessment that evaluates impacts to threatened and endangered species.
- US Coast Guard is conducting public review on the project's Navigation Impact Report.

### What are the next steps?

- Coordinating with FHWA as they review the Supplemental Draft EIS for internal policy compliance.
- Initiating consultation with US Fish and Wildlife Service and the National Marine Fisheries Service to address Project impacts to threatened and endangered species and habitat.
- Summarizing results of the cultural resources surveys, determine if additional investigations are needed
- Continuing to consult with Native American tribes.

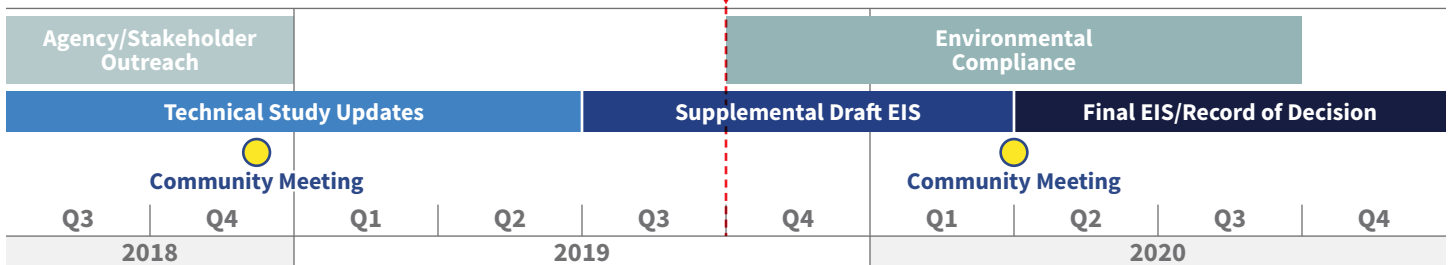


### How would bridge replacement benefit the Columbia River Gorge communities?

*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.*

**WE ARE HERE**



To learn more about the project, please visit us at:  
[www.portofhoodriver.com/bridge](http://www.portofhoodriver.com/bridge)

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

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### Staff & Administrative

- Thank you to Commissioners for attending the work session on September 17. The specific direction, as understood by staff, on multiple projects is on this meeting agenda for Commission approval. Mark Hickock, Executive Director of Hood River Valley Parks & Recreation has agreed to present to the Commission at the October 8 Commission meeting.
- CFO Fred Kowell attended the annual meeting of the International Bridge, Tunnel & Tollway Association (IBTTA) in Halifax, Nova Scotia September 15-17. This important conference keeps attendees current on rapid changes occurring in tolling technological enhancements and market issues in the US and other countries.
- All summer staff in the Facilities Department have concluded their work for the Port. We are now back to regular, full-time staff only. Summer interns Will Sumerfield, Jose Santillan and Jonathan Jones will all complete their work for the Port by September 24.
- Genevieve Scholl attended the third annual Columbia Gorge Rail Summit in Stevenson on September 17. She spoke about the One Gorge organization to the large group of public agencies and rail industry representatives, and thanked Washington Senator Curtis King for his work in moving the bridge replacement efforts forward.
- The OneGorge steering committee continues to refine the group's organizational structure and work plan. Genevieve serves on the committee.
- The PNWA annual meeting is scheduled for October 9, 10 and 11 in North Vancouver at the Heathman Lodge. I serve on the Executive Committee and will be attendance all days of the conference. If any Commissioner can attend, please contact Genevieve for reservation information.
- The Board "Best Practices Assessment" facilitated by an SDAO consultant is now scheduled for **December 3** at 3:30. This is just prior to our first regularly scheduled December Commission meeting. Participating in this assessment brings a 5% reduction in our SDAO insurance premiums.

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### Recreation/Marina

- The Hook will be closed for much of the day on September 19th. Port crews will be removing several large cottonwoods
- Facilities Department staff have carried out demolition and site preparation for an alternative, accessible path from the Port's parking lot to the waterfront trail near the

Fuel Dock. Gorge Electric is also relocating the pump controls and electrical panel that was poorly located and created a hazard (see image to right). Asphalt paving should be complete by Sept. 25. The project is under budget, primarily due to the prep work by our crews.



- Frog Beach at Nichols Basin received a huge facelift on September 18<sup>th</sup> (see images below). A significant amount of blackberry and other invasive plants were removed under the supervision of Summer intern Jonathan Jones. This was part of Jonathan's invasive species removal project. He will present his work to the Commission at the September 24 meeting. Note that in the process of removing a dense concentration of blackberry, an array of old pilings was uncovered.



- The second meeting of the Multi-Jurisdictional Parks Master Plan Subcommittee took place on September 19. Commissioners Meriwether and Streich represent the Port.
- Port Staff has determined that the software program for the Marina & Airport will be the same program that is selected for the Property Management. CFO Fred Kowell hopes to go live with this program in June of 2020.
- The Event Site Beach is scheduled to open for kite launching and landing on Monday, September 30<sup>th</sup>. Most Concessions will be moved off the property by October 1<sup>st</sup>.
- A current boathouse tenant is considering constructing a new boathouse in the Marina. This would be the first new boathouse construction in at least the last 13 years and raises issues such as appropriate design and regulatory approvals.

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## Development/Property

- The City of Hood River has selected Bell Design Company to carry out final engineering for replacement of the waterfront storm sewer line. The plans and specifications are intended to be complete by January 2020 with construction complete by Fall 2020.

- Travelers Insurance Co. has agreed to defend the Port in relation to environmental assessment on the Jensen Building site. A contract has been executed with the firm of Coles & Betts to finalize the work scope and conduct the evaluation in the next few months.
- Construction of the access road at the Lower Mill is expected to start on September 23, 2019 and be completed by October 20. The contract price is \$79,270.00.

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## **Airport**

- The irrigation project required to enable water rights use that will be available to irrigate the future wetland mitigation site plantings was completed on September 20. The total project cost was approximately \$9,000.
- A request has been made to have a public listening session regarding airport noise and the Fixed Based Operator contract. Staff will provide a proposal to the Board in October regarding this issue.

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## **Bridge/Transportation**

- Deck welding is now scheduled for the weeks of October 23-27 and Oct 28-Nov 1. Both Bulldog Welding and Port crews will participate. John Mann reports that the work will likely take the full two weeks because the work required will be extensive. Concurrent with the welding the Port will contract out for guardrail repairs up to the FY 19/20 budget limit to take advantage of flagging operations and minimize traffic impacts on the public.
- I made a presentation about our bridge replacement efforts to a large group of Commissioners and staff representing the Oregon, Washington and California Transportation Commissions on September 16. There were many questions and lively discussion about the history of the bridge and project financing.
- Construction work on the Bridge of the Gods will create full night time Bridge Closures from September 24th - October 13th. The bridge deck is being repaired. This work may push additional traffic to the Hood River Bridge.
- Port crews performed a maintenance lift of the Hood River Bridge lift span on Friday, September 20 from 4:00 AM to 4:30 AM. It was the first time for Facilities staff member Travis Gaston. as the lead operator The lift went perfectly.

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# Commission Memo



Prepared by: Fred Kowell  
Date: September 24, 2019  
Re: Intergovernmental Agreement for  
Tolling with the Port of Cascade Locks

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The Port has been working with the Port of Cascade Locks (POCL) to provide tolling services for the Bridge of the Gods. They have secured contractors Kapsch and PSquare for their transponder readers and lane equipment, respectively. They had asked the Port over a year ago to use our back office “Breezeby” system. Since that time, we have finalized the many aspects of the agreement and what it means to be a customer service center and the many issues in running a tolling operation.

POCL will use the same business rules as the Port but will be able to change rates to their desire or vice versa. The business rules include what is classified as a Class 1 vehicle or a Class 2 vehicle, or when does the light turn red or yellow. There are many other business rules but changing a business rule would mean that both Ports would have to agree to the rules.

The Port will train POCL staff and will have an employee over at their office during Go-Live which is slated to be December 1<sup>st</sup>. The Port employee will be from our front office and will be at their location for a week or two or until they start feeling comfortable to handle things on their own. We will also have them here at our office during November to learn first hand on using our Breezeby system.

Any Breezeby customer may deposit funds into their Breezeby account which will be deposited into our bank account. I will then forward those funds to POCL based upon BreezeBy customer crossings at the Bridge of the Gods. Any cash customer crossing their bridge will have their funds deposited into the POCL bank account.

The Port will charge POCL \$0.131 per Breezeby crossing. So, over time, as more Breezeby customers from the POCL area sign up, the more our cost transfer will occur.

Every year the staff of the Port and POCL will get together to review the reconciliation of costs as compared to the projection of \$0.131 and to make any changes, if necessary, to the Exhibit A of the agreement.

**RECOMMENDATION:** Approve the Intergovernmental Agreement between the Port of Hood River and the Port of Cascade Locks for Toll Services, subject to Legal Counsel review.

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PORT OF CASCADE LOCKS AND PORT OF HOOD RIVER  
FOR TOLL SERVICES**

This Intergovernmental Agreement (“Agreement”) is made and entered into between the Port of Cascade Locks (“POCL”) and the Port of Hood River (“POHR”) acting by and through their respective Board of Port Commissioners and pursuant to ORS 777.112 and ORS 190.010. This Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 2019, and shall continue until terminated as provided for in this Agreement.

**RECITALS**

WHEREAS, POHR is an Oregon port district and toll bridge operator and performs Transaction processing, customer service, and account management functions for the Hood River/White Salmon Interstate Bridge Toll Bridge under the BreezeBy™ brand; and

WHEREAS, POCL is an Oregon port district and toll bridge operator of the Bridge of the Gods in Cascade Locks, and wishes to provide users of the Bridge of the Gods with the option to use electronic tolling to pay tolls, for the convenience of bridge users, and in support of increased efficiency of traffic flow and improved accuracy of vehicular traffic counts; and

WHEREAS, POCL and POHR are port districts formed under ORS Chapter 777, and ORS 190.010 and ORS 777.112 authorizes port districts to enter into intergovernmental agreements for the performance of any or all activities and functions that a party to the agreement has authority to perform; and

WHEREAS, POCL desires to use BreezeBy™ as the electronic tolling system for POCL Toll Facilities, and for POHR to assist POCL with toll Transaction processing, certain customer service functions, account management operations, and other Toll Services for the Bridge of the Gods, in order for POCL to achieve cost savings through the use of POHR’s existing Toll Services, and in furtherance of the creation of an interoperable network of BreezeBy™ Toll Facilities for the benefit and convenience of Customers; and

WHEREAS, POCL desires to provide certain customer services to BreezeBy™ Customers and users of the Bridge of the Gods, and POHR is willing to provide customer services to such users and Customers on behalf of POCL and to provide training in customer service functions to POCL personnel; and

WHEREAS, POHR is willing to provide Toll Services to POCL as set forth in this Agreement, in order to achieve cost savings through economies of scale and in furtherance of the creation of an interoperable network of BreezeBy™ Toll Facilities for the benefit and convenience of Customers; and

WHEREAS, POHR and POCL wish to enter into this Agreement to work collaboratively for the benefit of BreezeBy™ Customers and to set forth the terms and conditions pursuant to which POHR will provide Toll Services for POCL Toll Facilities;

NOW, THEREFORE, the Parties hereto agree as follows:

## AGREEMENT

### I. DEFINITIONS

For the purposes of this Agreement, capitalized terms shall have the following meanings:

**“Accepted POCL Transaction”** shall mean a record of POCL Transaction that contains the required specifications defined in the ICD for the process of collecting tolls and that is confirmed received by POHR’s BOS.

**“Accountholder”** shall mean a Customer who has a valid BreezeBy™ account for the payment of tolls on POHR or POCL Toll Facilities.

**“Account Maintenance Fee”** shall mean a monthly prescribed fee mutually agreed upon by the Parties and charged to an Accountholder for the required maintenance of an account. Currently no such fee exists.

**“Agreement”** shall mean this Intergovernmental Agreement between Port of Cascade Locks and Port of Hood River for Toll Services.

**“Back Office System” or “BOS”** shall mean the hardware and software computer system(s) provided by POHR and used to post transactions, manage Customer accounts, process payments, and support toll collection and customer service operations, including, but not limited to: data interfaces, subsystems, mobile applications, and websites.

**“BOS Administrator”** shall mean the Director of Toll Operations for POHR, who is authorized to configure, change design, and have access to all functionality of the Back Office System, including the authority to provide access to the BOS to POCL and POHR personnel, and to designate which parts of the BOS and configuration of the BOS that POCL and POHR personnel will have access to.

**“BOS Lead”** shall mean the Director of Toll Operations for POCL, who is authorized to provide access to the Back Office System to POCL personnel for customer service functions, including access to payments, adjustments, reports, and customer information.

**“BreezeBy” or “BreezeBy™”** shall mean the common law trademark owned by POHR and the brand name for Transponders held by Accountholders.

**“BreezeBy Customer Service Center” or “CSC”** shall mean the facility or facilities operated by POHR for the purpose of handling BreezeBy Customer inquiries and Accountholder disputes, performing account management, processing transactions, and providing other Toll Services to Accountholders.

**“BreezeBy Rules”** shall mean the policies and procedures that apply to Customers and Accountholders, as now existing and as may hereafter be amended, including the policies and procedures for handling inquiries, performing account management, furnishing Transponders, and processing transactions and reconciliations.

**“Business Customer Account”** shall mean an account whereby the Customer or Accountholder has an agreement with a Party for either pre-paid or post-paid Transactions for use of that Party’s Toll Facilities.

**“Cost Model”** shall mean the methodology and calculation of all direct and indirect annual costs and fees for Toll Services under this Agreement, payable by POCL to POHR as set forth in Exhibit A to this Agreement. The Cost Model shall form the basis for establishing the Cost per Transaction. The Cost Model shall be recalculated and adjusted annually to reflect changes to the budgeted costs and Toll Services provided under this Agreement.

**“Cost per Transaction”** shall mean the compensation per Accepted POCL Transaction payable by POCL to POHR for all direct and indirect costs of Toll Services for each fiscal year performed by, or caused to be performed by, POHR on behalf of POCL, and calculated in accordance with the Cost Model prior to each fiscal year. The Cost per Transaction shall be the primary method of reimbursement and compensation for Toll Services provided by POHR to POCL.

**“Customer”** shall mean a driver of a vehicle who uses either POHR’s or POCL’s Toll Facilities.

**“Interface Control Document” or “ICD”** shall mean the technical specifications for file and data exchange between POHR and POCL that has been agreed upon by the Parties in a written document.

**“Interoperable”** shall have the meaning generally understood in the electronic toll payment industry, i.e., the ability for Accountholders of participating Toll Facilities to pay tolls through electronic or image-based transactions (or a combination thereof), and settlement of the associated toll transactions between the participating entities. Notwithstanding, this Agreement provides for interoperability through electronic-based transactions only; image-based transactions are not contemplated under this Agreement.

**“Party”** shall mean either POCL or POHR and **“Parties”** shall mean both POCL and POHR.

**“Personally Identifiable Information” or “PII”** shall mean any information that could be used to distinguish or trace an individual’s identity, either alone or in combination with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to: travel pattern data, address, telephone number, Transponder number, email address, license plate number, photograph, bank account information, and credit card number.

**“POCL Transaction”** shall mean a Transaction captured by POCL’s systems identifying usage of POCL’s Toll Facilities by an Accountholder.

**“POHR Transaction”** shall mean a Transaction captured by POHR’s systems identifying usage of POHR’s Toll Facilities by an Accountholder.

**“Toll Collection System” or “TCS”** shall mean all in-lane equipment and toll collection hardware and software systems necessary to capture and transmit Transactions.

**“Toll Facility” or “Toll Facilities”** shall mean the road(s) or lane(s) for which each respective Party is duly authorized to charge and collect tolls and to enforce toll Violations.

**“Toll Services”** shall mean services involving a Transaction, Customer Service, account management, and other toll operations related services as agreed to by the Parties.

**“Toll Services Contract”** shall mean an agreement between a Party and a Toll Services Contractor covering materials or services required to provide Toll Services over a specific period of time specified in such agreement.

**“Toll Services Contractor”** shall mean a third-party person or entity that provides materials or labor to perform a service or work under a Toll Services Contract.

**“Transaction”** shall mean the passage of a single vehicle with a BreezeBy transponder through any portion of an Interoperable Toll Facility for which a toll would normally be collected (whether directly from the vehicle’s driver or from a third party or toll bridge operator), and regardless of whether the toll is actually collected. Transactions are calculated by vehicle regardless of the size of the vehicle or the number of axles a single vehicle may contain.

**“Transponder”** shall mean the BreezeBy electronic device used by the TCS to identify an Accountholder vehicle using a Toll Facility.

**“Violation”** shall mean a Transaction for which payment of the appropriate toll is not received.

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## II. OBLIGATIONS OF THE PARTIES

### 1. PORT OF HOOD RIVER OBLIGATIONS

- a) **Modifications to the BOS.** POHR shall modify POHR's BOS as needed to accommodate the communications connection from the POCL TCS and to ensure compatibility of the BOS with POCL's toll rates, fees, charges, Violation penalties, and policies for POCL Toll Facilities. All costs and expenses to be shared with POCL for such modifications shall be set forth in the Cost Model and calculated as part of the Cost per Transaction.
- b) **Duties of the BOS Administrator.** The BOS Administrator shall train the BOS Lead and shall permit access to, and authority within, the BOS to the BOS Lead. The BOS Administrator shall provide functional access to all screens that POCL personnel will need to perform functions within the BOS. The BOS Administrator shall allow the BOS Lead to access administrative functions of the BOS, including all customer service functions, payments, adjustments, reports, and customer information, and shall authorize the BOS Lead to grant access to the BOS to other POCL personnel. The BOS Administrator shall train the BOS Lead in review of access for POCL personnel, and shall provide training on the reports that will be used in daily payments to POCL from POHR and the monthly reports that will be used in the reconciliation process.
- c) **Interface Control Document.** POHR shall develop and maintain the ICD in collaboration with POCL.
- d) **Processing of POCL Transactions.** POHR shall record and account for all Accepted POCL Transactions and process the record of Transaction in accordance with the ICD and this Agreement.
- e) **Revenues from POCL Transactions.** POHR shall direct and maintain all revenues received from Accepted POCL Transactions in a designated account that is distinct from accounts holding revenues received from POHR Transactions.
- f) **Reconciliations and Reports.** POHR shall strive to provide daily payments to POCL and shall provide weekly reporting and reconciliations pursuant to Section III of this Agreement.
- g) **Customer Services.** POHR shall utilize and leverage POHR's Customer base, Customer contact systems, and processes to provide Toll Services to POCL and to service Customers at POCL Toll Facilities in accordance with the BreezeBy Rules.
- h) **BreezeBy Customer Service Center.** The Parties acknowledge and agree that the BreezeBy Customer Service Center will serve Customers using both POCL and POHR Toll Facilities and is currently located in the City of Hood River and operated by POHR. If at any point POHR desires for the BreezeBy Customer Service Center to be located outside of Hood River, or operated by an entity other than POHR, POHR shall notify POCL at least 180 days prior to taking any action to solicit a third party for the location or operation of the CSC. Violation of this provision shall constitute a material breach of this Agreement.
- i) **Training to POCL.** POHR shall provide sufficient training in BOS functions, applications, account management, and other uses to the BOS Lead and other authorized POCL personnel. Training shall take place at POHR Toll Facilities or POHR offices prior to the "go live" date when POCL begins accepting BreezeBy Transponders as a payment method for its Toll Facilities. The dates and length of training at POHR shall be determined by POCL based on the availability of the BOS Lead and POCL personnel to receive training at POHR. After the "go live" date at POCL Toll Facilities, POHR shall provide a POHR staff member to be located on-site at POCL Toll Facilities and POCL offices to assist with training related to BOS functionality and assist with the setup of accounts. The dates and length of training at POCL shall be proposed by POHR. If additional training dates and duration are requested by POCL, POHR shall in good faith endeavor to accommodate such

request. Upon the conclusion of these initial trainings, POHR shall thereafter ensure that adequate POHR staff is available to provide additional training and assist POCL staff with the BOS, Toll Services, and CSC support for the duration of this Agreement, upon reasonable request by POCL to receive additional training or support. All costs and expenses incurred by POHR for staff trainings shall be set forth in the Cost Model and calculated as part of the Cost per Transaction.

- j) **Staffing.** POHR shall provide the adequate number of staff and hours of staff time dedicated to providing Toll Services to POCL under this Agreement. All costs and expenses incurred by POHR for such staff and dedicated hours shall be set forth in the Cost Model and calculated as part of the Cost per Transaction. Notwithstanding, the Parties acknowledge that costs and expenses of POHR staffing that will be required under this Agreement may be uncertain for the first year of the Agreement. For this reason, if at any time in the first year of this Agreement, POHR determines that the staffing costs and expenses will exceed the amount identified in the Cost Model, POHR shall promptly notify POCL of the anticipated reduction in Toll Services or increase in staffing cost.
- k) **Procurement of BreezeBy Transponders.** POHR shall purchase and provide BreezeBy Transponders to POCL in a sufficient quantity and type for POCL to equip vehicles using POCL Toll Facilities for BreezeBy Transactions. BreezeBy transponder types are available for 6C, license plate, and motorcycle. POHR shall provide POCL with BreezeBy Transponders at no cost to POCL. Pursuant to the current BreezeBy Rules, new BreezeBy Accountholders will receive one free Transponder per household; each additional Transponder issued thereafter to the household will be \$5.00 per Transponder, payable by the Accountholder. Accountholders shall be charged for any additional Transponders needed to equip multiple vehicles of an Accountholder. All revenues received by POCL from the sale of Transponders to Accountholders shall be passed through to POHR pursuant to Section III of this Agreement.
- l) **Marketing and Public Outreach.** POHR agrees to provide POCL with existing marketing documents, promotions it has used, public outreach content, and other activities to promote the use of BreezeBy as mutually agreed upon by the Parties. All costs and expenses anticipated to be incurred by POHR for such marketing activities shall be set forth in the Cost Model and calculated as part of the Cost per Transaction.

## 2. PORT OF CASCADE LOCKS OBLIGATIONS

- a) **Processing of POCL Transactions.** POCL shall record and account for all POCL Transactions using BreezeBy and shall transmit the record of Transaction in accordance with the ICD.
- b) **Compensation to POHR.** POCL shall compensate POHR for all costs as set forth in the Cost Model and any additional costs and reimbursements agreed upon by the Parties and identified in this Agreement.
- c) **Revenues from Accountholder Purchases of BreezeBy Transponders.** POCL shall request and receive BreezeBy Transponders from POHR, at no cost to POCL, in a sufficient quantity and type to equip vehicles using POCL Toll Facilities for BreezeBy Transactions. BreezeBy transponder types are available for 6C, license plate, and motorcycle. POCL shall request the quantity and type of Transponders needed based on its latest activity of Customer signing up for new BreezeBy accounts. Pursuant to the current BreezeBy Rules, POCL shall issue one free BreezeBy Transponder per household to new Accountholders, and shall charge Accountholders \$5.00 per Transponder for each Transponder issued thereafter to the household, and for additional Transponders needed to equip multiple vehicles of an Accountholder. All revenues received by POCL from the sale of Transponders to Accountholders shall be passed through to POHR pursuant to Section III of this Agreement.

- d) **Reconciliations and Reports.** POCL shall provide weekly reporting and reconciliations pursuant to Section III of this Agreement.
- e) **Dismissal or Reduction of Toll Charges, Fines, Fees, and Penalties.** If POCL chooses to dismiss or reduce a toll charge or Violation fine, fee, or penalty for a POCL Transaction by an Accountholder, POCL may do so and shall promptly provide written notice of its decision and the basis for the decision to the BreezeBy Customer Service Center. If POHR disagrees with POCL's decision for a dismissal or reduction, POHR shall communicate to POCL the policy or procedure that POHR prefers to be used for similar situations that may thereafter present.

### **3. OBLIGATIONS OF BOTH PARTIES**

- a) **Good Faith.** Both Parties agree to work in good faith to address any concerns that may arise under this Agreement. The Parties may meet periodically to discuss operations and possible enhancements to this Agreement.
- b) **Cost Model.** The Parties shall agree upon the methodology and calculation of all direct and indirect annual costs and fees for Toll Services under this Agreement, payable by POCL to POHR as set forth in Exhibit A to this Agreement. The Parties shall meet once each fiscal year to review the Cost Model and the activities for the year then-ending, and shall annually recalculate and adjust the Cost Model to reflect changes to the budgeted costs and Toll Services provided under this Agreement. Changes in recalculation of the Cost Model shall apply to the subsequent fiscal year and adjustments may be applied retroactively. Any changes proposed to the Cost Model shall be considered an amendment to this Agreement and must be mutually agreed upon in writing by the Parties.
- c) **BreezeBy Rules.** The current BreezeBy Rules shall apply to all Accountholders and Customers, including in the handling of Customer inquiries, Accountholder disputes, performing account management, furnishing Transponders to new Accountholders, and processing transactions and reconciliations for Accountholders. The Parties agree to use and apply consistent practices to all Accountholders and Customers, regardless of which Toll Facilities the Accountholder or Customer uses. Any revision to the current BreezeBy Rules shall be first presented to both Parties and discussed and negotiated by the Parties in good faith, with sufficient time in advance of implementation such that negotiations may satisfactorily conclude and the changes, if any, may be implemented with minimal effect to Customers and staffing.
- d) **Business Customer Accounts.** Prior to the execution of this Agreement, POCL shall provide a list of its Business Customer Accounts that meet the criteria of a post-paid customer (i.e. a Customer using more than \$1,000 of tolls per month, public safety agency, Class 2 vehicle or higher). The BOS Administrator shall train the BOS Lead to view and produce the Customers using POHR Toll Facilities that currently exist as post-paid customers.
- e) **Proposed Changes to a Party's Toll Services.** Both Parties shall solicit feedback from the other Party for any proposed change to a Party's Toll Services that are likely to affect the other Party's operations or interests under this Agreement, and address such feedback to the reasonable satisfaction of both Parties. Proposed changes under this provision include, but are not limited to, proposals for changes in system design, operations, and signage related to BreezeBy branding, and for any termination of a current Toll Services Contract or addition of a new Toll Services Contractor.
- f) **Software Licenses.** Each Party shall maintain, at its sole expense, all software licenses necessary to achieve the objectives of this Agreement, including but not limited to, the work product licensed to each Party under their respective Toll Services Contracts, and all information technology licenses necessary to achieve the objectives of this Agreement.

- g) Marketing and Communications.** The Parties agree to incorporate both POCL and POHR logos, names, or images into all Accountholder statements, applicable Customer correspondence, and all marketing materials. The Parties shall provide their BreezeBy marketing materials to the other Party upon request.
- h) Communications Regarding Toll Facilities.** The Parties shall provide to each other information and a communications script for the other Party to use in response to Customer inquiries regarding the use of the Party's Toll Facilities and payment of its tolls, fees, and policies.
- i) Review of Agreement and Toll Services Contracts.** The Directors of Toll Operations for each Party shall meet annually to review this Agreement and actions related thereto. This annual meeting shall include review of the Cost Model; review of the performance of the Parties' Toll Services Contractors; and review of communications and reporting under this Agreement.
- j) Authorized Payment Methods by Customers.** Both Parties shall allow all Customers to use the Bridge of the Gods and the Hood River-White Salmon Toll Bridge and for Customers to pay using their valid BreezeBy Transponder or any other payment methods authorized by the Parties for their respective Toll Facilities.
- k) Access to the BOS.** Each Party herein designates an individual from its agency as that Party's Director of Toll Operations, who shall respectively function as the BOS Administrator (from POHR), and the BOS Lead (from POCL). The Parties shall ensure that all personnel from their respective agencies having access to the BOS are properly trained in the BOS. The BOS Lead shall have access to administrative functions of the BOS, including all customer service functions, payments, adjustments, reports, and customer information, and shall have the authority to grant access to the BOS to other POCL personnel. The Parties acknowledge that certain high-level administrative functions of the BOS will be available only to POHR. The Parties understand and agree that the authority to conduct certain debit, credit, and financial adjustments to Customer accounts may be provided to either the BOS Administrator or the BOS Lead, depending on the classification of the Accountholder as primarily a Customer of POCL Toll Facilities or of POHR Toll Facilities, which method of classification of Accountholders shall be agreed upon by the Parties. Both Parties agree to maintain a secure communications connection between their Toll Facilities and the designated host computer(s) and the BOS.
- l) Reports.** The Parties acknowledge that the current BOS provides for certain standard forms and reports that either Party may extract from the BOS at any time. The Parties also acknowledge that more complex or detailed reports may be requested from a Toll Services Contractor. If a Party desires to request a non-standard report from a Toll Services Contractor, the Party may notify the other Party of the request and ask that the cost for obtaining such report be shared between the Parties. The non-requesting Party may join the cost sharing and have access to the requested report, or it may decline to join in the cost sharing and, if declined, the requested report would only be made available to the other Party at the requesting Party's discretion.
- m) Personally Identifiable Information.** Both Parties agree to safeguard PII through physical, electronic, and procedural means in accordance with the ICD, internal policies, Payment Card Industry (PCI) requirements, and applicable law. The Parties shall not use or disclose PII or other Customer information and data other than for the purpose of, and to the limited extent necessary to, conduct Toll Services, handle inquiries, disputes, and other actions related to a Customer Transaction or account management. Each Party may share PII with its Toll Services Contractor for the sole and limited purpose of facilitating activities related to Toll Services. POCL and POHR shall each require their respective Toll Services Contractors to execute agreements that obligate the Toll Services Contractors to maintain the confidentiality of PII in a form approved by the Parties and that expressly

identifies both Parties as third-party beneficiaries with respect to such confidentiality obligations. Notwithstanding the above, the Parties acknowledge that each Party is subject to Oregon Public Records Laws and applicable court orders that may require or permit disclosure of certain records. If a Party believes that disclosure of Customer information, data, or PII is required or permitted by law or court order, and intends to disclose Customer information, data, or PII under such authority or order, the disclosing Party shall notify the other Party prior to disclosure allowing sufficient time for the non-disclosing Party to object to the disclosure or take appropriate action to limit the disclosure.

- n) **Toll Collection System.** Both Parties agree to procure, install, maintain, and operate a TCS for their respective Toll Facilities. All TCS equipment shall conform with the Transponder technologies SeGO and 18000-6C. Each Party shall procure and maintain all hardware and software required to achieve the objectives of this Agreement, at its sole expense.
- o) **Future Interoperability with Western Region Standard Tolling.** The Parties agree to work in good faith in furtherance of future interoperability of their Toll Facilities with Toll Facilities in other states and regions within the 6C Coalition. Notwithstanding, the Parties agree that each Party has distinct obligations and interests and that the decision to join in interoperability of its Toll Facilities with other Toll Facilities is at the discretion of each Party's Port Commission.
- p) **Independent Tolling Authorities.** The Parties agree that each Party is a distinct tolling authority and retains sole authority for establishing its own toll rates, Violation penalties, fees, charges, and policies for its Toll Facilities. Each Party shall have sole authority in decisions to dismiss or reduce a toll charge, Violation penalty, fine, or fee for Transactions on its Toll Facilities.
- q) **Enforcement Actions.** Each Party shall be solely responsible for procuring third-party services for the collection, adjudication, civil judgment, and enforcement of any Violation or action arising from a Transaction on its Toll Facilities, using contractors of its own choosing.

### III. PAYMENT PROCESSING AND FUNDS TRANSFERS

1. **Daily Revenue Transfer.** The Parties shall establish a daily revenue transfer process whereby POHR shall electronically deposit funds to POCL each weekday, in an amount substantiated by the daily revenue reports. If the applicable daily revenue report is unavailable, POHR shall deposit an amount equal to the most recent daily revenue transfer. If POHR is for any reason unable to effectuate a daily transfer on any weekday, it shall do so the following business day. The Parties shall reconcile the daily revenue transfer payments on a monthly basis as needed.
2. **Regular Cash Deposits.** POCL shall transfer all cash payments received by Accountholders to a designated POHR bank account, either on a daily basis or according to POCL's typical cash deposit schedule. POCL shall submit to POHR a cash payment report for regular cash deposits, which shall identify the accounts that were funded by a cash payment. Regular cash deposits shall include revenues received in cash for Transponder purchases.
3. **Monthly Payments.** POCL shall electronically remit to POHR a monthly payment of compensation owed for Toll Services in accordance with the Cost Model. POHR shall provide POCL with a monthly expense report within 30 days of the conclusion of the reporting month, which report shall contain each of the line items identified in the Cost Model forming the basis for the Cost per Transaction.
4. **Monthly Financial Settlements and Reconciliations.** The Parties shall establish a monthly reconciliation process whereby POHR shall reconcile the daily revenue transfer payments and monthly payments with the actual monthly revenue received by POHR from Accepted POCL Transactions, and matched against any applicable reversals, adjustments, and refunds. The appropriate reconciliation amount shall be electronically remitted to the Party owed, or otherwise held as a credit toward future payments.



5. **Monthly Reports.** The Parties shall provide monthly reporting to the other Party in a standardized report format as agreed upon by the Parties, which reports shall include the following:
  - a) Records of all POCL Transactions received by the BOS (for POHR) and transmitted to the BOS (for POCL) for each day of the applicable month;
  - b) The toll amounts charged per POCL Transaction;
  - c) Adjustments to POCL Transactions, if any;
  - d) POCL collections from cash account prepayments or re-loads;
  - e) POCL collections from Customer purchases of Transponders;
  - f) Total paid for the month, which will be the subtotal of the daily revenue transfer payments received by POCL; and
  - g) Total owed for the month to each Party.
6. **Refunds.** Refunds to Accountholders shall be made through the CSC on a refund form that is submitted by and signed by the Accountholder.
7. **Account Maintenance Credits.** In the event the Parties establish an Account Maintenance Fee, POCL's portion of the Account Maintenance Fee revenue shall be determined by the proportionate share of total Account Maintenance Fees charged by POHR to BreezeBy Accountholders corresponding to POCL Transactions during the preceding month. Monthly Payments by POCL to POHR shall be reduced by the amount of Account Maintenance Credits corresponding to POCL's portion of the Account Maintenance Fee revenue from the preceding month.

**IV. GRANT OF BREEZEBY LICENSE.** The Parties acknowledge that POHR intends to register BreezeBy as a federal trademark and that POHR desires to maintain legal ownership, control, rights, title, and interest in the BreezeBy brand. In consideration of the mutual benefits and obligations under this Agreement, POHR hereby grants and conveys to POCL a non-exclusive, perpetual license to use the BreezeBy brand for any lawful purpose that is consistent with this Agreement, including for commercial gain, and in the marketing, advertising, and promotion of BreezeBy Transponder use at POCL Toll Facilities. The Parties further agree that POHR reserves the right to set forth a future license agreement that may amend this Section with respect to the use of BreezeBy brand, including setting forth guidelines for such use by POCL. Notwithstanding, the Parties agree that no additional consideration for the license of BreezeBy shall be owed by POCL to POHR so long as this Agreement is in effect. In the event this Agreement is terminated, for any reason, POHR may charge POCL a reasonable fee for the continued license to use the BreezeBy brand. This provision shall survive the termination of this Agreement.

**V. ADDITIONAL COSTS.** Any costs or expenses for Toll Services that are not expressly included in the Cost Model or where compensation or reimbursement for such Toll Services are not specifically provided for in this Agreement shall be separately agreed upon in writing by the Parties prior to the performance of the Toll Service or inurrence of the cost or expense. No Party shall be responsible for costs that have not been previously expressly agreed upon in writing.

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## VI. CONFIDENTIALITY

1. “Confidential Information” includes all information (i) marked as “Confidential” or for which a similar notice has been provided to the receiving Party by the disclosing Party before, during, or promptly after disclosure of the information; or (ii) disclosed in a manner in which the disclosing Party reasonably communicated that the disclosure should be treated as confidential, whether or not the specific designation “Confidential” or any similar designation is used. Confidential Information may be proprietary to POHR, POCL, or a third-party that is not a party to this Agreement.
2. “Confidential Information” does not include information that:
  - a) Is publicly known at the time of disclosure or later becomes publicly known through no breach of this Agreement by the receiving Party, provided that Confidential Information shall not be deemed to be publicly known merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are now known or may become known to the public; or
  - b) Was, as between the receiving Party and the disclosing Party, lawfully in the receiving Party’s possession prior to receipt from the disclosing party without obligation of confidentiality or is lawfully obtained by the receiving party from third parties whom the receiving party reasonably believes obtained it lawfully; or
  - c) Is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, or a public records request under the Public Records Law if the Confidential Information is not determined to be exempt from disclosure under Public Records Laws by the disclosing Party, to the extent of and for the purposes of such requests or orders; provided that the disclosing Party promptly notifies the other Party of the request or order, and the disclosing Party’s determination that the Confidential Information must be produced or disclosed, and provides the other Party with the opportunity to assert that the Confidential Information should not be disclosed, which assertion the other Party will reasonably cooperate with in a defense.
3. The Parties acknowledge and agree that, during the term of this Agreement, it may be necessary for one Party to disclose or make Confidential Information available to the other Party. The disclosing Party agrees to notify the receiving Party of the confidential status of the Confidential Information. The receiving Party agrees to use all such Confidential Information solely in connection with the Agreement and to hold all such information in confidence and not to disclose, publish, or disseminate the same to any third party, other than those of its directors, commissioners, officers, employees, contractors, or agents with a need to know basis, without the prior written consent of the disclosing Party, except as required by a court of competent jurisdiction, as required by Public Records Laws, or as otherwise required by law. The Parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of such Confidential Information.
4. If a Party breaches the confidentiality provisions of this Agreement by impermissibly disclosing Confidential Information whose disclosure was not consented to, nor mandated by law or a court of competent jurisdiction, the breaching Party shall take prompt action to retract the disclosure and prevent further disclosure, publication, or dissemination of the Confidential Information.

## VII. LIABILITY, INSURANCE, AND AUDIT AUTHORITY

1. **Liability**
  - a) **Claims Among the Parties.** Except to the extent caused by a Party’s negligence or willful misconduct, neither Party shall be liable to the other Party for revenue loss or damages of any kind that are incurred as a result of any act or omission related to or arising from this Agreement.

- b) **Third Party Claims Against a Party.** Each Party shall be separately responsible to defend third party claims brought against it, and to pay damages for which it becomes liable arising from acts or omissions of such Party related to or arising from this Agreement.
  - c) **Third Party Claims Against Both Parties.** In the event of third party claims involving alleged acts or omissions of both Parties, including, but not limited to: Transactions on both POHR Toll Facilities and POCL Toll Facilities, and claims that any aspect of Toll Services provided for under this Agreement is conducted in a manner that violates applicable law, the Parties will confer and determine which Party, if any, will be the lead to defend such claim or litigation with legal counsel of its choosing, subject to the reasonable approval of the other Party. Each Party shall be entitled to settle on its own behalf such claims as they pertain to Transactions on the Party's respective Toll Facility. Joint settlement shall require the approval of both Parties. The cost of any such joint settlement, including the cost of the litigation, shall be allocated between the Parties based on their respective proportionate shares of the Transactions involved in such Claim.
  - d) **Torts Claims.** If a third party makes any claim or brings an action, suit, or proceeding alleging tort, as now or hereafter defined in ORS 30.260 ("Tort Claim") against either Party, with respect to which the other Party may have liability, the Party receiving the claim shall promptly notify the other Party in writing of the Tort Claim, and deliver to the other Party a copy of the claim, process, and all legal proceedings with respect to the Tort Claim so that the other Party has time to obtain counsel, review the claim, and defend itself. Each Party shall be entitled to participate in the investigation, defense, and settlement of the Tort Claim with legal counsel of its own choosing. Such Tort Claims shall be subject to limitations under applicable Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300. If a Tort Claim is payable by both Parties, the relative fault of each Party shall be determined by a court of competent jurisdiction or, if a court has not decided the relative fault of each Party, then pursuant to the conflict resolution provisions of this Agreement, considering the Parties' actions, relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such Tort Claim, expense, judgment, fine, or settlement amounts.
  - e) **Continuing Obligation.** The obligations under this Section shall survive the termination or expiration of this Agreement.
2. **Insurance.** Each Party shall maintain a reasonable amount of insurance coverage for Tort Claims. Upon written request by either Party, the Party receiving the request will provide proof of insurance coverage applicable to a Tort Claim.
  3. **Audit Authority.** Either Party may, upon 10 days prior written notice, audit and inspect the other Party's books and records pertaining to this Agreement. Such audit and inspection shall take place during normal business hours. No Party may audit the other Party more than two times per fiscal year without good cause shown.

## VIII. CONFLICT RESOLUTION

1. **Resolution by Directors of Toll Operations.** POCL and POHR agree to work cooperatively and in good faith to resolve any concerns of either Party arising from or related to this Agreement. In the event a disagreement should arise, the Parties agree, in the first instance, to attempt to resolve the claim or dispute within a reasonable period of time through good faith negotiations between the Directors of Toll Operations.
2. **Resolution by Executive Officers.** Either Director of Toll Operations may, at any time, elevate the dispute to, or for negotiation and decision by, the POHR Executive Director and the POCL General Manager. Each Director of Toll Operations shall prepare and provide to the executive officers a written statement of the dispute and all supporting documents. In no event shall performance under this Agreement be stopped or suspended in the event of a claim or dispute,

except for reasons of public health or safety or where it is absolutely necessary to first resolve the dispute in order to continue performance of a Party's obligations under this Agreement.

3. **Resolution by Presidents of the Port Commissions.** If the POHR Executive Director and the POCL General Manager are unable to agree on a resolution, they shall elevate the matter to the Presidents of the POCL and POHR Port Commissions for negotiation and decision by the Presidents.
4. **Resolution by Mediation.** If the Presidents of the Port Commissions are unable, in good faith, to come to an agreement within 10 days of the submittal of the dispute, either Party may thereafter demand that the issue be submitted to mediation for resolution. The mediator for any mediation under this Section shall be selected by mutual agreement by the Parties, provided that if the Parties are unable to agree within 10 days following demand by either Party for mediation, then each Party shall select a mediator and the two mediators shall select the final mediator. The Parties shall share equally in the cost of any mediation and such mediation shall be completed within 90 days following demand by POCL or POHR.
5. **Legal Remedies.** If the matter cannot be settled by mediation within the 90 days, then POCL and POHR may pursue any available judicial remedies, and either Party may provide notice and specify a termination date pursuant to the termination provisions of this Agreement and which provides POCL with a reasonable amount of time to procure or assume control of alternative Toll Services. Neither POCL nor POHR may initiate any judicial proceeding or provide notice of termination unless and until said Party has exhausted its obligation to mediate pursuant to this Section, unless injunctive, provisional, or other equitable judicial relief is necessary to prevent irreparable injury.

**IX. TERMINATION.** The Parties may terminate this Agreement as follows.

1. **Termination for Convenience.** This Agreement may be terminated by the majority vote of the seated members of its governing body, at any time, with or without cause, so long as the terminating Party provides six (6) months' prior written notice of termination to the other Party.
2. **Termination for Cause.**
  - a) **Failure to Perform and Unreasonable Delay.** Failure or unreasonable delay by either Party to perform any material term or provision of this Agreement shall constitute a default.
  - b) **Failure to Provide Payment or Reporting.** Failure to provide payment or reporting due to the other Party within 15 days that the payment is in default or that the reporting is due shall constitute a material breach of this Agreement. If a payment is disputed, the dispute shall be resolved pursuant to the conflict resolution provisions of this Agreement under Section VIII.
  - c) **Failure to Notify of a Change in Toll Services Contract.** Failure of a Party to notify the other Party prior to terminating an existing contract with a Toll Services Contractor or prior to entering into a contract with a new Toll Services Contractor for Toll Services provided under this Agreement shall constitute a material breach of this Agreement. Failure of POHR to provide notice to POCL of a change in Customer Service Center operations shall constitute a material breach of this Agreement.
  - d) **Notice of Default.** In the event of a default, the non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Except as otherwise expressly provided in this Agreement, any failures by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
  - e) **Failure to Cure.** In the event that the defaulting Party fails to cure, correct, or remedy a default within thirty (30) calendar days following receipt of written notice of default, or if a correction or remedy cannot reasonably be completed within thirty (30) calendar days and

the defaulting Party notifies the other Party and takes prompt action to correct or remedy the default but thereafter fails to diligently complete such cure, correction, or remedy, the non-defaulting Party may exercise all rights and remedies available at law or in equity, including the right to seek damages, seek specific performance, injunctive or other equitable relief, and/or terminate this Agreement through a written notice of termination, the effective date of which shall be no less than ninety (90) days from the date of the notice. Disputes regarding the existence of a default (but not the remedies that the non-defaulting Party may exercise as a result of such default) that may give rise to termination under this section shall be subject to the conflict resolution provisions set forth in Section VIII of this Agreement. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. Notwithstanding anything contained in this paragraph, neither Party shall have the right to terminate this Agreement while the subject of such termination is in the process of review pursuant to the conflict resolution procedures contained in this Agreement.

**f) Fraud or Willful Misconduct.** Notwithstanding the foregoing, no opportunity to cure shall be required, and either Party may immediately terminate this Agreement, for a material breach after providing the other party with ten (10) days prior written notice, and may exercise any other remedies set forth above under the following circumstances:

(i) In the case of any fraud or willful misconduct by POHR or POCL, its officials, officers, employees, agents, Toll Services Contractors, or any other contractors, provided, that if the acts or omissions constituting such fraud or willful misconduct were committed by any employee(s) (other than management) or contractor(s), and within fifteen (15) business days after receiving notice of such acts or omissions the offending Party removes the employee(s) and/or contractor(s) in question and pays in full restitution to the damaged Party, then such action shall not be deemed a default subject to immediate termination; or

(ii) If any material impairment of Toll Services with respect to this Agreement for twenty (20) days occurs (whether consecutive or nonconsecutive) in any six (6) calendar month period due to the acts or omissions of POHR or POCL, its officials, officers, employees, agents, Toll Services Contractors, or any other contractors, unless the impairment shall have been expressly authorized or directed by the other Party.

**3. Cooperation Prior to Termination.** Prior to the effective date of a termination either for cause or for convenience, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, equipment, and information, as necessary for the continued successful operation by each Party of its respective Toll Facilities, provided however, that POHR shall not be required to transfer any part of its TCS or Toll Services computer system, hardware, or software to POCL except to the extent that such system, hardware, or software is required for POCL to successfully operate its Toll Facility and provide the same level of Toll Services as contemplated under this Agreement.

## **X. GENERAL PROVISIONS**

**1. Term.** Upon execution of this Agreement by the authorized signatory of both Parties, this Agreement shall commence on the date first above written, and shall remain in full force and effect, unless otherwise terminated as provided herein.

**2. Force majeure.** The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than the acts or failure to act of the Parties); or any other causes, which cause is beyond the control and without the fault

of the Party claiming an extension of time to perform or relief from default, provided that the same materially and directly impacts such Party's ability to perform. An extension of time for any such cause shall be for the period of the unexpected delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties.

3. **Amendments.** This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.
4. **Assignment.** Neither Party may assign or transfer its respective rights or obligations under this Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.
5. **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party except as specified herein. Any waiver by either Party of any default must be in writing and shall not constitute a waiver of any other default concerning the same or any other provision of this Agreement.
6. **Entire Agreement.** This Agreement, including the referenced and attached Exhibit, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement, whether written or verbal, with respect to the subject matter herein.
7. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall remain in full force and effect and be interpreted to carry out the intent of the Parties hereunder.
8. **Intellectual Property Rights.** Except for the intellectual property rights expressly provided for hereunder or through separate licensing agreements, this Agreement shall not transfer or convey any rights to intellectual property, including but not limited to copyrights, patents, or trademarks, held by one Party to the other Party.
9. **Agreement Only Benefits Parties.** The provisions of this Agreement are solely for the benefit of the Parties and are not for the benefit of and may not be enforced by others.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon. The Parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds.

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**11. Director of Toll Operations.** The Parties designate herein the following primary points of contact within their respective agencies as their Director of Toll Operations for purposes of this Agreement. The Directors of Toll Operations shall be responsible for coordinating activities related to the fulfillment of this Agreement, and for resolving any associated issues or concerns arising from this Agreement. The Director of Toll Operations for POCL is hereby designated the BOS Lead and in addition to BOS Lead duties shall be responsible for handling escalated Customer inquiries and/or disputes related to POCL Toll Facilities. The Director of Toll Operations for POHR is hereby designated the BOS Administrator and in addition to BOS Administrator duties shall be responsible for handling escalated Customer inquiries and/or disputes related to POHR Toll Facilities. Any Party may, at any time, provide written notice to the other Party of a change to the following designations:

**For POCL:**

Ryan Vollans  
Manager of Bridge Operations  
427 Portage Road  
Cascade Locks, OR 97014  
541-374-2418  
Email: rvollans@portofcascadelocks.com

**For POHR:**

Fred Kowell  
Chief Financial Officer  
1000 E. Port Marina Drive  
Hood River, OR 97031  
541-386-6651  
Email: fkowell@portofhoodriver.com

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

**PORT OF CASCADE LOCKS**

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

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

**PORT OF HOOD RIVER**

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

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

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## EXHIBIT A - COST MODEL

	1st Year (Estimate)		
	POHR	POCL	Total
Annual Traffic	4,345,711	1,549,472	5,895,183
Cost Distribution Percentage by Traffic	73.7%	26.3%	
Credit Card Costs	\$ 114,260	\$ 40,740	
Part of Hood River Staff Costs**† ***		\$ 114,044	
Office Supplies	\$ 7,606	\$ 2,712	
Postage	\$ 5,100	\$ 1,818	
Outreach/Printing/Ads† ***		\$ 15,462	
Transponders***			
Psquare Maintenance Support†	\$ 52,330	\$ 18,661	
PCI - Pen Testing - 24X7 Monitoring**		\$	
Annual Subscriptions - IT/Security (See attached)	\$ 27,346	\$ 9,750	

Cost incurred by POCL 1st Year @ 100% Breezeby \$ 203,168

Cost per transaction 1st year **\$ 0.131**

### Note:

† Maintenance Cost does not include POHR Lane Maintenance

\*\* Estimated Cost Not Included in 1st year, but will be in the following years (25% POCL allocation of Estimated \$60k/year cost - )

\*\*\* Transponders with Updated Breezeby Logo

\*\*\*\* POHR will assist with Email Campaigns, Website Updates to reflect a Unified Breezeby Collection

\*\*\*\*\* Staff cost estimated for POHR (log upfront start up labor cost included)

Costs are determined as a preliminary estimate to kick off the Breezeby at POCL. At the end of the FY, the costs will be traced up to

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# Commission Memo



Prepared by: Anne Medenbach  
Date: September 24, 2019  
Re: Contract with Brown Roofing Company

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The Port solicited quotes on August 30 for the removal of five roof-top units and a roof patch for the Jensen building. One contractor Brown Roofing responded at the closing on September 16<sup>th</sup>. They provided a quote of \$41,650.00.

The contract for the work is attached. This project will patch ongoing leaks in the southwest corner of the building until such time as we can re-roof the entire structure.

**RECOMMENDATION:** Approve contract with Brown Roofing Company for roof maintenance project at the Jensen Building not to exceed \$41,650.00.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
between  
PORT OF HOOD RIVER, OREGON  
and  
Brown Roofing Company

**THIS CONTRACT SHALL BE BINDING ON THE PORT  
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port") and Brown Roofing Company ("Contractor"). The parties agree as follows:

**Project Title: Jensen roof patch and RTU removal**

1. Purpose: to remove and dispose of abandoned Roof Top Units and to patch the roof to cover resulting intrusions into the roof

**CONTRACTOR DATA**

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name:	Brown Roofing Company
Contact Person:	Travis Nelson
Address:	PO Box 1076
City, State, ZIP:	The Dalles, OR 97058
Business Telephone:	(541) 386-6161
Fax:	
Email:	<a href="mailto:travis@brownroofing.com">travis@brownroofing.com</a>
Oregon CCB License Number:	33439

\*All information in this contract is subject to public records law.

**TERMS AND CONDITIONS**

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
  - a. Contract Start Date: September 26, 2019
  - b. Anticipated Final Completion Date: October 30, 2019
  - c. "Work Time In Calendar Days": 34 working days
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
  - Exhibit A – Statement of Work, Compensation, Payment
  - Exhibit B – Insurance Requirements
  - Exhibit C – Certification Statement for Corporation or Independent Contractor
  - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
  - Exhibit F – Request for Quotation
  - Exhibit G – Contractor's Response to Quotation

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
  - a. **Mutual:** Port and Contractor may terminate this Contract at any time by written agreement.
  - b. **Port's Sole Discretion:** Port in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. **Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. **Contractor Licensing, etc.:** Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or nonrenewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - e. **Payment on Early Termination.** Upon termination pursuant to Section 10, "Early Termination," Port shall pay Contractor as follows:
    1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
    2. If Contractor terminates this Contract under Section 10(c) due to Port's breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
    3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor's breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
  - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any

other equitable and legal remedies that are available.

- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
  - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
  - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OROSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 335, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OROSHA (OAR Chapter 437 Division 3, Subdivision 2, 1926.101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacturer's specifications.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit H.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

\_\_\_\_\_

**I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR:**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Title

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

\_\_\_\_\_  
**PORT OF HOOD RIVER, OREGON SIGNATURE**

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

\_\_\_\_\_  
Michele McIlwhee, Executive Director

\_\_\_\_\_  
Date



SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 400 Portway Ave. in Hood River OR.

Remove and dispose of 5 abandoned Roof Top Units. Patch roof over curbs and resulting intrusions into the roof.

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$41,650.00

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

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

If submitted electronically, to:

[portthr@gorge.net](mailto:portthr@gorge.net)

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Brown Roofing Compang  
PO Box 97058  
The Dalles, OR 97058

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
PORT OF HOOD RIVER, OREGON**

**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D).

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

**Professional Liability / Errors & Omissions (E&O)** insurance with a combined single limit of not less than:

\$500,000,  \$1,000,000,  \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  
 \$500,000,  \$1,000,000,  \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.

Required by Port  Not required by Port

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than:

\$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This insurance must include contractual liability coverage.

Required by Port  Not required by Port

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than:

\$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by Port  Not required by Port

**Excess Umbrella Liability** insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:

\$2,000,000,  \$5,000,000, each occurrence with an annual aggregate limit of  \$5,000,000,  \$10,000,000,

Required by Port  Not required by Port

**Builders All-Risk or Installation Floater:** Insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor.

This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.

Required by Port  Not required by Port

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

**Certificate(s) of Insurance Required.** Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT  
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a [check one]:

Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OR

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
  - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*
- LIMITED LIABILITY COMPANY**
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

**ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE**

Contractor Printed	Contractor
Contractor	Dat



## Port of Hood River

### Solicitation for removal of equipment and patch

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Issued: August 30, 2019  
 Closing Date: September 16, 2019

#### Project Summary:

The Port of Hood River is requesting quotes for the removal and disposal of five roof top units, covering of the curbs and subsequent patching at 400 Portway Ave. in the City of Hood River, OR.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the work described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The single contact point for questions regarding the Solicitation, Forms, Specifications, change, clarification, the award process, and/or any other issues that may arise, is Anne Medenbach at (541) 386-1138, fax (541) 386-1395 and email [amedenbach@portofhoodriver.com](mailto:amedenbach@portofhoodriver.com).

#### Pre-Quote Walk Through

There will be a non-mandatory pre-quote walk through of the project with all interested Contractors. That will be held on **Tuesday, September 10<sup>th</sup> at 10 AM at the 400 Portway Ave.** building. We will meet on the West side of the building. This walk through will provide the Contractors with the information needed to make an informed quote for the work. This work is an intermediate procurement and is not a public works contract under ORS 279C (Public Works Contracts).

#### Submittal Process

The Closing date on which Quotes are due is **2:00 PM on Monday, September 16, 2019** at the Port office or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031. All quotes must include the completed Quote Form and Quote Sheet. Quotes will not be received after 2:00 PM on Monday, September 16, 2019. Quotes will be reviewed by Port staff. The full solicitation can

be downloaded on the project website located at [www.portofhoodriver.com/projects/rfp-bid-center/](http://www.portofhoodriver.com/projects/rfp-bid-center/)

The Port of Hood River reserves the right to 1) reject any or all proposals not in compliance with procedures and written instructions if it is in the best interest of the public to do so, 2) seek clarifications of each response, 3) waive informalities in the proposals, 4) choose different proposers for each task, 5) modify the project to fit within budgeted amounts, and 6) negotiate a final contract that is in the best interest of the Port.

### **Solicitation Laws and Rules**

This solicitation and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The solicitation and resulting Contract may be subject to other laws and rules. This is not a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

### **Site Examination**

The bidder shall visit the sites and fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

The bidder acknowledges that he/she is satisfied as to the nature and location of the work, the various street surface conditions to be encountered and the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, surface water, storm drainage system, access of the site and coordination with the Port.

### **Award**

The contract will be awarded by competitive quotes to the contractor whose quote will best serve the interests of the Port of Hood River. Price, experience, availability, proposal for how to accomplish the work and contractor capacity will be taken into account in the evaluation process. All respondents will be notified of the award within 10 calendar days (September 26,

2019) of the Closing date. Work will be scheduled once all contract documents have been executed.

#### **Information to be submitted by successful contractor**

The successful Contractor shall provide all of the following required documents to the Port of Hood River within ten (10) calendar days of notification of the Intent to Award. Failure to present the required documents within ten (10) calendar days may result in rejection.

Respondents are encouraged to consult their insurance agent about the insurance requirements prior to Quote submission.

**1. Insurance:** Contractors will be required to provide proof of commercial general liability and automobile liability insurance in the amount of \$1,000,000.00, and proof of Workers Compensation coverage. The certificate shall be issued in the name of the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. The Port of Hood River, and its commissioners, employees, contractors and agents shall be named as additional insured.

#### **2. Bonds:**

a. **Public Works Bond:** Pursuant to ORS 279C.836 before starting work on the contract or subcontract for public works projects with a contract price that exceeds \$50,000, the contractor or subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in this state in the amount of \$30,000.

b. **Performance Bond:** Contractor shall, within ten days after award of the contract and prior to doing any work under this contract, furnish the Port, in a form and with a surety satisfactory to the Port:

1. A performance bond in an amount equal to the full contract price conditioned upon the faithful performance of this contract upon the part of the Contractor in accordance with the specifications, and conditions of this contract, and also complying with the provisions of Oregon Revised Statute 279C.380 and any other laws of the State of Oregon relating to faithful performance bonds for construction of public works.

2. Pursuant to ORS 279C.836, a payment bond in an amount equal to the full contract price, solely for the protection of claimant under ORS 279C.600.



**Base Quote:** Contractors shall acknowledge that estimated quantities are not guaranteed and shall be based on the actual amounts to complete the work as outlined.

**Time and Completion:** The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Port, and to fully complete the project by November 1, 2019. The contractor must also agree to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until all construction is complete. Exceptions will be granted for foul weather days, which have been documented by Anne Medenbach, to prevent work.

The contact person and project manager for this contract will be Anne Medenbach, Port Development/Property Manager. Questions may be directed to Mrs. Medenbach at 541-386-5116. Once contracts are awarded, the Port's owner's representative will be the Port Maintenance Supervisor (contact information to be distributed with contract).

**Exhibits List**

Exhibit A – Statement of Work,

Exhibit B – Insurance Requirements

Exhibit C - Certification Statement for Corporation or Independent Contractor

Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt

Exhibit E- Plans and Specifications

Exhibit G- Quote Sheet

Exhibit F- Sample Contract





September 16, 2019

*Port of Hood River*  
Attn: Anne Medenbach  
1000 E. Port Marina Drive  
Hood River, OR 97031

**Bid**

*We hereby submit specifications and estimates for: 400 Portway Avenue*

Note

Solicitation said we would need to turn in a Quote Form and a Quote Sheet. This is listed under "Submittal Process."

My packet included a Quote Sheet, but try as I could, I could not find a "Quote Form." Once I discovered this, I tried to call Ann Medenbach, but it went to voicemail. As the bid was due at the Port Office by 2pm, and I needed to come from The Dalles, I did not have time to wait until I could contact Ann. So I am submitting the quote sheet attached to this "Quote Form."

I understand this is not a prevailing wage project.

I understand this project will require a performance bond.

Bid includes the "Statement of Work" from the bid packet. Excluded is any work to disable electrical or gas that was servicing the units.

I acknowledge that estimated quantities are not guaranteed and shall be based on the actual amounts to complete the work as outlined. (This statement was required per bid packet.)

Total for project per the attached quote sheet - \$41,650.00

Authorized Signature Travis Nelson Date September 16, 2019  
Travis Nelson

OR CCB # 72077

P.O. Box 1076 \* 3202 W. 2<sup>nd</sup> Street \* The Dalles, OR 97058  
(541) 296-6593 (800) 466-6593

WA Lic. # BROWNR093CR



**Exhibit F**  
**QUOTE SHEET**

**400 Portway Ave, Roof top unit removal and roof patch**

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilization	1	LS		11,750 <sup>00</sup>
2	Removal of roof top units	1	LS		10,900 <sup>00</sup>
3	Disposal of roof top units	1	LS		4,750 <sup>00</sup>
4	Roof patch materials	1	LS		10,600 <sup>00</sup>
5	Curbs	1	LS		3,650 <sup>00</sup>
6					
7					
8					
9					
10					
11					
12					
13					
14					
<b>Total Quote</b>					41,650 <sup>00</sup>

**Written Quote Total:** *Forty One Thousand Six Hundred Fifty & <sup>00</sup>/<sub>100</sub>*





**CCB License Summary:**

**NELSON ROOFING ENTERPRISES INC**

**About this Business**

License #: 72077 (See also : [33439](#) )  
 Status: Active  
 First Licensed: 3/14/1991

[Learn more about this business](#)

**Unpaid Debt (Covers past 10 years)**

Unpaid Claims <sup>?</sup> \$0.00  
 Unpaid Civil Penalties <sup>?</sup> \$0.00

**Complaint History (Covers past 10 years)**

Any complaints (claims) filed against this contractor? **No**

**Disciplinary History (Covers past 10 years)**

Any civil penalties or other sanctions (license suspensions)? **No**

**Administrative Suspensions (Covers past 10 years)**

Has the CCB ever suspended this contractor for lack of bond/insurance? **No**

**Find License Information from Other Agencies**

Plumbing and Electrical Licenses [Building Codes Division](#)  
 Landscape Businesses Licenses [Landscape Contractor Board](#)  
 Workers' Compensation Insurance [Department of Consumer and Business Services](#)

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,  
OREGON

STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –  
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).





Bob L. Plans and specs

See attached for roof demo plan

### Project Specifications

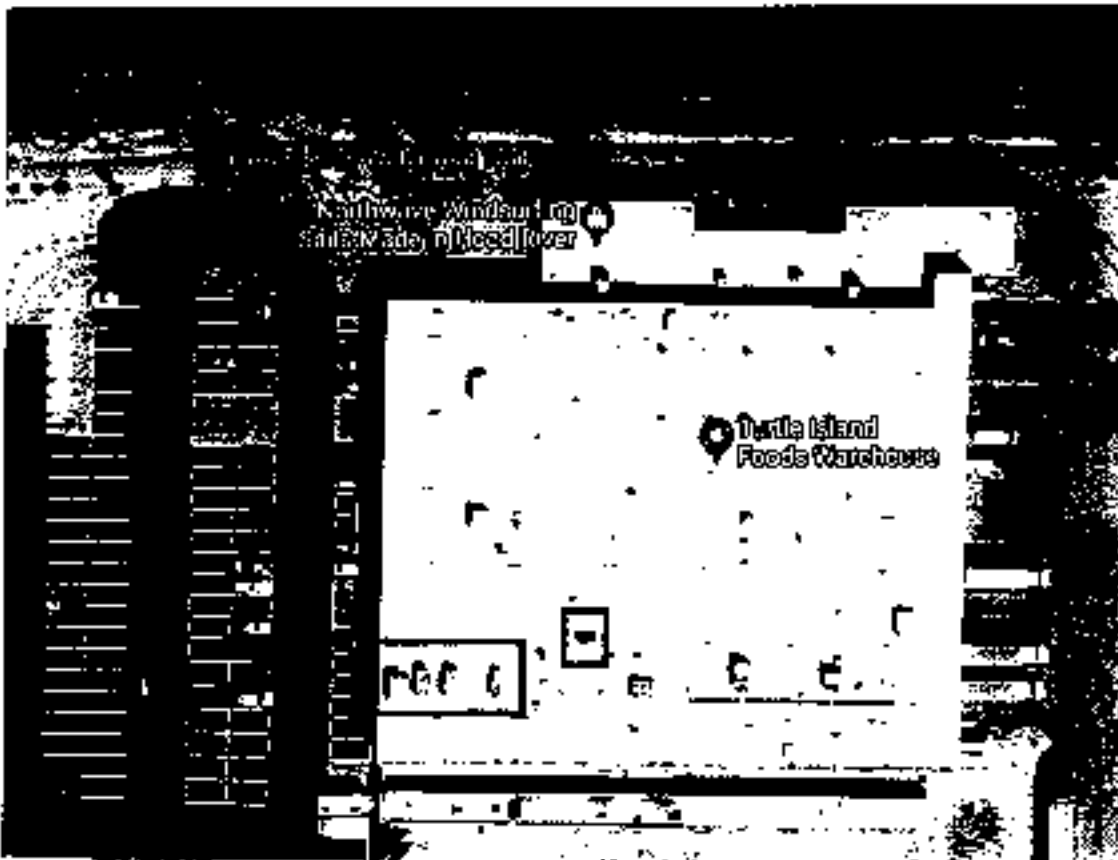
1. DIMENSIONS ARE AS FOLLOWS: OPENINGS, FIXTURES AND COLUMNS TO CENTERLINE, WALLS AND INTERIOR PARTITIONS TO FACE OF STUD.
2. CONTRACTOR TO COORDINATE EMPLOYEE & SUBCONTRACTOR BUILDING ACCESS.
3. REFUSE REMOVED FROM SITE WILL BE DISPOSED OF IN AN APPROVED FASHION. GENERAL. CONTRACTOR IS RESPONSIBLE FOR ANY DUMPING FEES.
4. ALL SUCH WORK SHALL BE PERFORMED IN A FIRST-CLASS WORKMANLIKE MANNER & SHALL BE IN GOOD & USEABLE CONDITION AT THE DATE OF COMPLETION. CONTRACTOR SHALL GUARANTEE ALL WORK PERFORMED TO BE FREE FROM ANY & ALL DEFECTS IN WORKMANSHIP & MATERIALS FOR ONE (1) YEAR FROM DATE ALL CONSTRUCTION PUNCH LIST ITEMS HAVE BEEN COMPLETED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR WITHOUT ANY ADDITIONAL CHARGE FOR ANY & ALL WORK DONE OR FURNISHED WHICH SHALL BECOME DEFECTIVE WITHIN THIS ONE (1) YEAR PERIOD. THE CORRECTION OF SUCH WORK SHALL INCLUDE, WITHOUT ADDITIONAL CHARGE, ALL EXPENSES & DAMAGES IN CONNECTION WITH SUCH REMOVAL, REPLACEMENT, OR REPAIR OF ANY PART OF THE WORK WHICH MAY BE DAMAGED OR DISTURBED THEREBY.
5. ALL WORK SHALL CONFORM TO ALL GOVERNING CODES & REGULATIONS. CONTRACTOR SHALL PAY & OBTAIN ALL REQUIRED PERMITS (INCLUDING SUB CONTRACTOR TRADES) TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL OBTAIN ALL REQUIRED APPROVALS FROM GOVERNMENTAL AGENCIES INVOLVED PRIOR TO FINAL PAYMENT.
6. SHOULD IT APPEAR THAT THE PROPOSED WORK IS NOT CLEARLY CALLED OUT OR SUFFICIENTLY DETAILED OR EXPLAINED, OR IF THE CONTRACTOR HAS (IN HIS OPINION) A BETTER CONSTRUCTION TECHNIQUE, THE CONTRACTOR SHALL APPLY FOR CLARIFICATION OF THE ABOVE AND IN NO CASE SHALL ANY WORK PROCEED IN UNCERTAINTY.
7. THE CONTRACTOR SHALL FURNISH ALL LABOR MATERIALS, EQUIPMENTS, ETC. REQUIRED TO COMPLETE THE CONSTRUCTION OR INSTALLATION OF ALL ITEMS REQUIRED FOR A COMPLETE INSTALLATION, UNLESS DESIGNATED N.I.C.
8. THE CONTRACTOR SHALL ARRANGE AND PROVIDE FOR ALL INSPECTIONS REQUIRED BY THE GOVERNING AGENCIES.
9. THE CONTRACTOR SHALL CONFORM IN ALL ASPECTS TO THE HEALTH AND SAFETY PROVISIONS OF O.S.H.A.
10. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN FOR THE DURATION OF THE WORK ALL LAWFUL OR NECESSARY BARRICADES, FENCES AND RAILINGS. FURNISH TEMPORARY LIGHTS, WARNINGS SIGNS AND SIGNALS AND TAKE ALL OTHER PRECAUTIONS AS MAY BE REQUIRED TO SAFEGUARD PERSONS, THE SITE AND ADJOINING PROPERTY, INCLUDING IMPROVEMENTS THEREIN, AGAINST INJURY AND DAMAGES OF EVERY NATURE, WHATSOEVER. PUBLIC RIGHT OF WAYS, SIDEWALKS

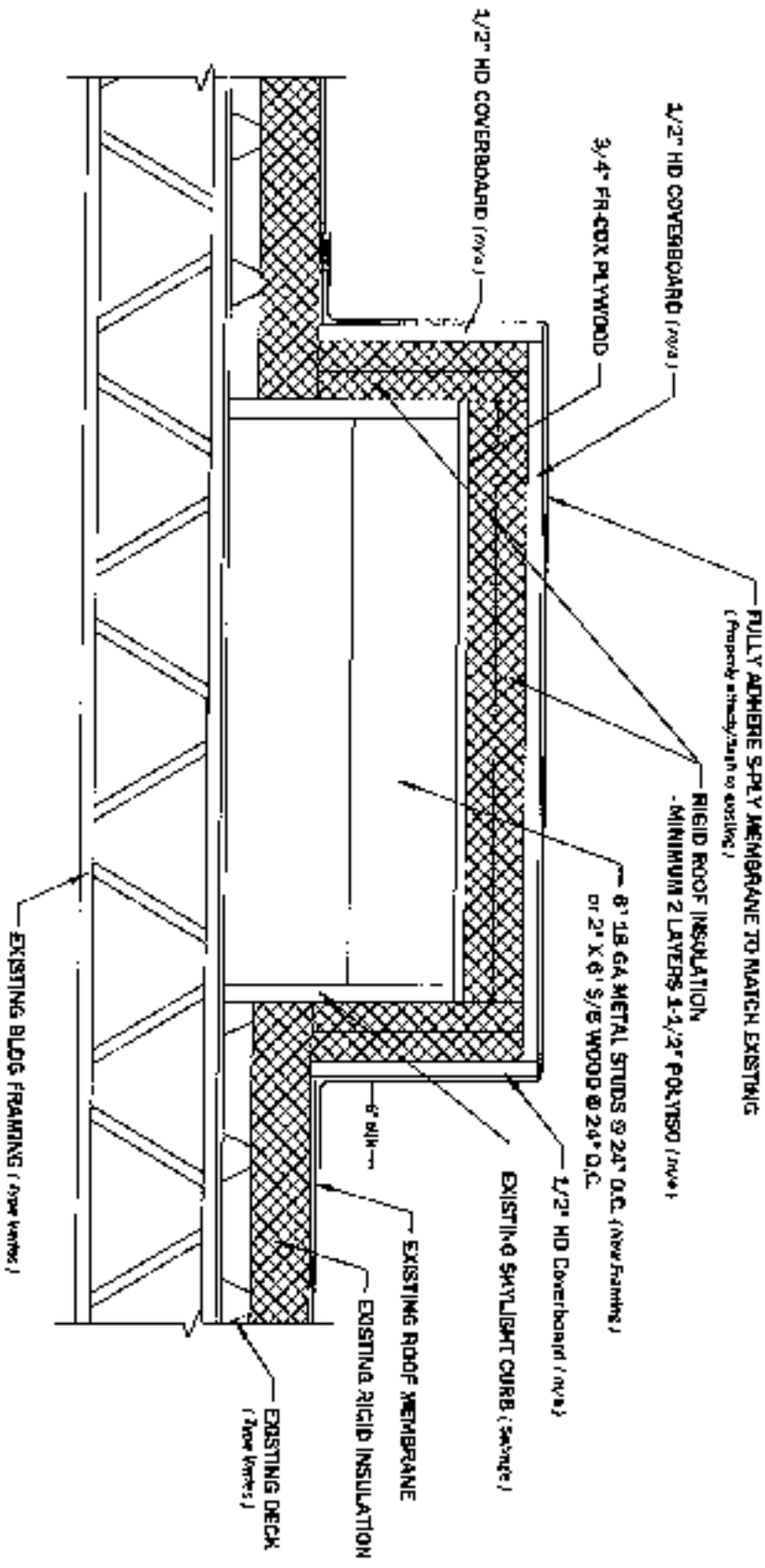
CORRIDORS, ETC., EFFECTED BY THE CONSTRUCTION MUST BE KEPT FREE OF ACCUMULATED WASTE MATERIALS INCLUDING SOIL, DEBRIS, TRASH, ETC. ON A DAILY BASIS. CLEAR EGRESS SHALL BE MAINTAINED AT ALL TIMES, ANY INJURY OR DAMAGE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE TAKEN CARE OF AT THE CONTRACTOR'S EXPENSE.

11. COMPLY WITH OREGON'S OVERHEAD LINE SAFETY ACT. (OREGON REVISED STATUTE 757.800 AND 757.805).
12. THE CONTRACTOR SHALL FURNISH ADEQUATE SHORING, BRACING, ETC. AS REQUIRED TO SAFELY EXECUTE ALL WORK AND SHALL BE FULLY RESPONSIBLE FOR THE SAME.
13. ALL WORK SHALL BE DONE TO MEET TOP QUALITY WORKMANSHIP.

### Statement of Work

1. Contractor shall remove and dispose of the 5 roof top units outlined in the plans.
2. All lifts, cranes and other equipment needed to remove the roof top units shall be included in the quote as no additional cost to the Port.
3. Any and all costs required to dispose of the units in an environmentally and legally acceptable manner will be borne by the Contractor.
4. Patching of the roof will be proposed by the Contractor and can either:
  - a. Cover existing curbs with plywood and seal and stick elastomeric material and flash, per the specifications.
  - b. Remove the curbs and patch the roof with similar material to the existing built up roof.
5. Any debris, garbage, damage or impact to the building will be remedied solely by the Contractor at no additional cost to the Port.
6. Access will be coordinated with the Project Owner.
7. The Contractor will follow OSHA approved safety measures while working on the site.





DATE: 11/11/11	1 OF 3	REVISION: 11/11/11
DATE: 11/11/11		
<b>A-TECH/NORTHWEST, INC.</b>		
Systems & Products Division 500-444-2100		
STANDARD SKYLIGHT SKYLIGHT REPAIRMENT DETAIL		
		PROJECT: 11/11/11
		11/11/11

# Commission Memo



Prepared by: Michael McElwee  
Date: September 24, 2019  
Re: Recreation Service Efficiency Study

---

At the August 21<sup>st</sup> meeting, the Commission discussed carrying out a limited assessment of how the Port might collaborate with other public agencies to provide recreational services more efficiently and cost effectively.

Mark Hickock, Executive Director of the Hood River Valley Parks & Recreation District (“HRVPRD”) expressed interest in participating in such a study. Staff then contacted Terry Moore, Executive Director at Portland State University’s Initiative for Exceptional Governance (IEG) in the Center for Public Service (CPS) who provided the memorandum and draft scope that was presented at the August 21<sup>st</sup> meeting.

Services provided by PSU are carried out through Inter-Governmental Agreement (IGA). Attached is the IGA for the Recreational Services Limited Efficiency Study to be conducted here. The total cost of the work is \$16,000. HRVPRD would also be a signatory and responsible for 1/3 of the cost.

While this work would evaluate the potential for operational collaboration only between HRVPRD and the Port, if areas of cost savings or enhanced service delivery are identified, they may serve for further discussion with the City of Hood River and Hood River County, who also provide parks and recreation services within the Port District.

**RECOMMENDATION:** Approve Inter-Governmental Agreement and Task Order No. 1 with Portland State University for Recreational Services Efficiency Study not to exceed \$10,665 subject to legal counsel review.

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**PORTLAND STATE UNIVERSITY**  
**INTERGOVERNMENTAL AGREEMENT**  
**PROFESSIONAL SERVICES**

This Agreement ("Agreement") is entered into between Port of Hood River and the Hood River Valley Parks and Recreation District, hereinafter referred to as AGENCIES, and Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service, hereinafter referred to as UNIVERSITY.

This Agreement is authorized pursuant to ORS 190.010.

WITNESSETH:

WHEREAS AGENCIES desires UNIVERSITY's professional services, in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

UNIVERSITY will provide professional services to AGENCIES, which may include, but are not limited to the following service areas:

- Organizational Assessment and Development
- Program and Service Effectiveness Evaluation
- Strategic Planning
- Policy Analysis and Research
- Professional and Leadership Training
- Talent Development
- Citizen and Community Engagement

AGENCIES may request UNIVERSITY to provide any professional services within the scope of services set forth above. Upon receipt of a request for specific services, UNIVERSITY will respond with a project proposal or may decline to provide services. A project proposal will describe the scope of work, its timeline, budget, and the assignment of duties and responsibilities. Upon mutual acceptance of the project proposal, UNIVERSITY will prepare a task order ("Task Order" or "Task Orders") based upon the accepted proposal, which AGENCIES and UNIVERSITY must execute. A Task Order for this project is attached hereto and is labeled Task Order 1. The Task Order for a particular project supplements this Agreement. All Task Orders relating to projects mutually agreed upon by UNIVERSITY and AGENCIES are covered under the terms of this Agreement.

ARTICLE II - AGREEMENT PERIOD

This Agreement is effective on the date of last signature and remains in effect until December 31, 2021. The term of this Agreement may be extended for additional periods by written mutual consent between the parties. The terms of this Agreement will remain in full force and effect for any Task Order authorizing performance of services under this Agreement that is executed prior to the expiration or termination of this Agreement.

ARTICLE III – CONSIDERATION

For fee-for-service projects, professional services will be billed according to the following rates:

**Center for Public Service (CPS) Rates List**

<b>Published CPS Services Fees effective July 1, 2019 (rates include indirect costs for the University)</b>	
<b>Personnel Type</b>	<b>Billable Hourly Rates</b>
Faculty	\$180 - \$250
Staff	\$50 - \$80
First Stop Portland Study Tour Services	\$32 - \$250
Senior Fellows	\$120 - \$200
Fellows	\$50 - \$120
PSU Specialists (GIS, Data Visualization, etc.)	\$50 - 250
PhD Students	\$30 - 50
Master's Students	\$20 - 40
Consultants	\$50 - \$250

<b>Examples of Reimbursable Expenses (rates DO NOT include administrative overhead)</b>	
<b>Type of Expense</b>	<b>Cost/Unit</b>
Mileage	54.5 cents/mile
Parking	\$1.60/hour
Copies (black & white)	10 cents/copy
Copies (color)	69 cents/copy
Mailings	USPS rates
Supplies for workshop sessions (flipcharts, post-its, etc.)	\$35.00/workshop session
Materials (binders, tabs, etc.)	\$12.00/participant

Services will be billed at the above rates through June 30, 2020, and may be adjusted annually at the start of UNIVERSITY's fiscal year (July 1). UNIVERSITY will provide advance written notice to AGENCIES of any rate adjustments.

Unless otherwise indicated in a specific Task Order, UNIVERSITY will submit invoices to AGENCIES quarterly (September, December, March, and June), which will be paid within 30 days of receipt.

AGENCIES certifies that sufficient funds are available to finance AGENCIES'S obligations under this Agreement within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation AGENCIES will notify PSU of its intent to terminate this Agreement. AGENCIES shall pay UNIVERSITY in full, upon completion of the project, for services provided in accordance with the specific project's Task Order as stated under Article I.

Invoices shall be sent to AGENCIES on a quarterly basis or upon completion of workshops as defined in individual Task Orders, to the address indicated in ARTICLE IV, Notice. Payment shall be sent payable to PSU-CPS to the Center for Public Service, PO Box 751 (PA-ELI), Portland, OR 97207.

#### ARTICLE IV - NOTICE

Any notice provided for under this Agreement is sufficient if in writing and delivered to the following:

If to AGENCIES: Port of Hood River  
 1000 E. Port Marina Dr.  
 Hood River, Oregon 97031  
 541-386-1645  
[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

Hood River Valley Parks and Recreation District



1601 May Street  
Hood River, Oregon 97031  
(541) 386-1303  
[mark@hoodriverparksandrec.org](mailto:mark@hoodriverparksandrec.org)

If to UNIVERSITY: Center for Public Service  
Portland State University  
PO Box 751, MC: PA-ELI  
Portland, OR 97207  
Attn: CPS Budget Administrator  
Telephone: 503-725-8259  
Email: everettj@pdx.edu

**WITH A COPY TO:**

Portland State University  
Contracting & Procurement Services  
Attn: Contracts Officer  
PO Box 751, MC: FAST-CAPS  
Portland, OR 97207-0751  
Telephone: (503) 725-3441  
Facsimile: (503) 725-5594  
Email: contract@pdx.edu

**ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT**

UNIVERSITY is responsible for the performance of work as stated in ARTICLE I - SCOPE OF WORK. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least six (6) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY's performance hereunder.

**ARTICLE VI – CONFIDENTIALITY**

Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), UNIVERSITY agrees to keep confidential any AGENCIES proprietary information that AGENCIES designates as such and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by AGENCIES. Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192), AGENCIES agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such and supplies to AGENCIES during the course of this Agreement.

**ARTICLE VII - COMPLIANCE WITH LAWS**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.

**ARTICLE VIII - ASSIGNMENT**

Neither party may assign or transfer any interest in this Agreement, or assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

**ARTICLE IX – WORK PRODUCT**

All work product of UNIVERSITY that results from this Agreement (the "Work Product") is the exclusive property of UNIVERSITY. UNIVERSITY and AGENCIES do not intend that such Work Product be deemed a "work made for hire" where AGENCIES would be deemed the author. If for any reason the work product is deemed a "work made for hire," AGENCIES hereby irrevocably assigns to UNIVERSITY all its right, title, and interest in

and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Notwithstanding the foregoing language, AGENCIES in all circumstances retains the right to use, circulate and reproduce the Work Product for its own use.

#### ARTICLE X - PATENT RIGHTS

All rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. Any such inventions and discoveries shall be disposed of in accordance with UNIVERSITY's policy. AGENCIES has a time-limited first right to negotiate a license to such inventions and discoveries.

#### ARTICLE XI - PUBLICATIONS

UNIVERSITY agrees that all publications that result from work under this Agreement will acknowledge that the project was supported by an award from AGENCIES.

#### ARTICLE XII - GENERAL PROVISIONS

In the absence of reference to the terms and conditions contained within the prime source of funding, UNIVERSITY is not responsible for compliance with any terms that are not included or specifically referenced in this Agreement.

#### ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

#### ARTICLE XIV – CERTIFICATIONS

By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or AGENCIES.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.
3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
  - (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal AGENCIES, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal AGENCIES, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UNIVERSITY shall require that the language of this certification be included in the award documents for all federal sub-awards at all tiers (including agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federal funds shall certify and disclose accordingly.

5. UNIVERSITY shall notify AGENCIES immediately if there is any change of UNIVERSITY's status to the extent that UNIVERSITY is no longer able to comply with ARTICLE XIV – CERTIFICATIONS.

ARTICLE XV –SIGNATURES

This Agreement may be signed in two (2) or more counterparts, each of which is deemed an original, and which, when taken together, constitutes one and the same agreement. AGENCIES and UNIVERSITY agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

**THIS AGREEMENT TOGETHER WITH EXHIBIT 1 CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE A R E NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT BINDS EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. UNIVERSITY AND AGENCIES, BY THE SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.**

**PORTLAND STATE UNIVERSITY**

By: \_\_\_\_\_  
Center for Public Service Director

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

By: \_\_\_\_\_  
PSU Contracts Officer

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

**PORT OF HOOD RIVER**

By: \_\_\_\_\_  
Title:Executive Director

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

**HOOD RIVER VALLEY PARKS AND RECREATION DISTRICT**

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

Title:Executive Director

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

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## TASK ORDER 1

Attachment to Inter-Governmental Agreement among:

PORTLAND STATE UNIVERSITY and

PORT OF HOOD RIVER and HOOD RIVER VALLEY PARKS AND RECREATION DISTRICT

### Overview of Project

Assessment of opportunities for collaboration among public sector providers of park and recreation facilities and services in Hood River County.

This Task Order supplements the Inter-Governmental Agreement for Professional Services (Agreement) entered into between UNIVERSITY and AGENCIES. The parties agree that the Agreement is hereby supplemented as follows.

### Description of Services

#### Overview of the Research Framework

PSU will build from work already done for the Port and District, principally the District's Draft Plan, and will supplement that information with a review of best practices in other jurisdictions, primarily in the Northwest. If the contracting for this agreement can move quickly (a notice to proceed by mid-September), PSU will have draft work ready to present at a Port Commission workshop in mid-November. Comments from the Commissioners at that meeting will allow PSU to submit a draft report by the end of November, and a final report by the end of the 2019.

### Activities

1. *Initial meeting* with staff at the Port and District (and others they may suggest) to discuss and agree on the details of issues, desired outcomes, and activities.
2. *Compilation and review of relevant local data.* This activity can be shorter than usual because the Draft Plan of the District has already assembled most of the documents (page 14 on) and data (Chapters 3 – 10), done outreach to citizens and stakeholders (Appendices B – E), and looked at some national data on comparables and standards. PSU will summarize that more information more specifically in the context of collaboration and efficiency. The Port and District will provide all the relevant information they have available (or links to electronic files) at the initial meeting.
3. *Staff interviews.* In a preliminary proposal PSU suggested some interviews with stakeholders. Though the District's Draft Plan is supported by interviews, those interviews were about recreation in general, and not focused on the opportunities and obstacles for specific collaboration possibilities. Subsequent conversations with the Agency staff eliminated stakeholder interviews—interviews with staff should be sufficient because the focus is on operations and cost.
4. *Preliminary assessment and presentation:* The focus will be on collaboration possibilities for increased efficiency of service delivery. PSU will discuss its preliminary findings with Agency

staff in early November. Based on that conversation, PSU will prepare a summary presentation (of 15 minutes) suitable for a presentation to the Port and District commissioners. PSU would make that presentation in mid-November (the assumption is that it will be able to make one presentation to a joint assembly of the two bodies, or present separately but on the same day).

5. *Draft report.* Based on feedback at and following that presentation, PSU will prepare a concise report (on the order of 10 pages) with supporting appendices as necessary. That report will add new information (not in the Draft Plan) about possible intergovernmental working relationships that could increase the efficiency or quality of facilities and service. Staff at the agencies will assemble comments from their respective governing bodies and staff, and consolidate them into a single memorandum for PSU to review and address as appropriate in a final report.
6. *[Optional] Second presentation and work session.* PSU believes there could be value in a second work session with some elected officials and senior staff from the Agencies (and, possibly from the other main providers of public recreation facilities and services (i.e., City, County, and School District) to discuss and evaluate the possibilities. The objective would be looking for some kind of agreement on “next steps.”
7. *Final report.* The idea would be to assemble and doing an informal vetting of a package that could go to the senior staff and ultimately elected bodies of the five main providers. How far the agreement goes depends upon how far the agencies get in the prior work session

## Products

- Presentation at an Agency work session of interim assessment and supporting presentation materials
- Draft report
- Second work session (optional)
- Final report

## Compensation

PSU shall be paid \$16,000. The Port shall pay two-thirds and District shall pay one-third of the amount billed at each invoice cycle.

## Schedule

Four months, Sept-Dec 2019

## Project Contacts

PSU: Terry Moore

Agencies: Michael McElwee and Mark Hickok

## Other terms

IN WITNESS HEREOF, the parties have duly executed this Task Order effective the date of last signature:

**PORTLAND STATE UNIVERSITY**

By: \_\_\_\_\_  
Center for Public Service Director

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

By: \_\_\_\_\_  
Contracts Officer

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

**PORT OF HOOD RIVER**

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

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

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

**HOOD RIVER VALLEY PARKS AND RECREATION DISTRICT**

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

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

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

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