INTERGOVERNMENTAL AGREEMENT
Existing Bridge Monitoring, Verification, and Drone Activities

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), entered into October 29, 2026 ("Effective Date") is by and between the Port of Hood River, an Oregon municipal corporation (the "Port") and the Hood River-White Salmon Bridge Authority, a public corporation with the powers and authority granted under ORS 381.700 to 381.755 as well as all other powers and authorities granted to municipal corporations under Oregon law ("Authority"). Each party may be referred to hereunder as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Hood River-White Salmon Bridge (the "Bridge") is currently owned and operated by the Port;

WHEREAS, the Authority was formed to oversee the planning, financing, design and construction of the new Hood River-White Salmon Bridge and demolition of the existing Bridge;

WHEREAS, the Authority has contracted with HNTB Corporation ("HNTB" or "Consultant") under Contract No. HRWSBA-AE-2024-01 to provide Owner's Representative, program management, engineering, and related professional services for the Project, including services authorized under Amendment 12;

WHEREAS, Amendment 12 includes a Test Pile Program task under which HNTB, on behalf of the Authority, will establish baseline conditions and monitoring thresholds for the existing Bridge; develop survey monitoring control and verification documentation; review monitoring data during pile-driving activities; refine monitoring thresholds; perform focused verification of bridge inspections including lift-span; aerial visual documentation using unmanned aircraft systems ("drone"); and prepare monitoring reports (collectively, the "Work"); the Authority remains responsible for the Project's monitoring and response procedures, including actions when Project thresholds are exceeded;

WHEREAS, the Authority has separately contracted directly with Extreme Access, Inc. ("Extreme Access") to provide industrial rope-access services supporting the Work with physical access to selected components of the existing Bridge;

WHEREAS, HNTB, its authorized subconsultants, and Extreme Access have the necessary qualifications and expertise to perform the Work, and HNTB remains responsible to the Authority for the performance and compliance of its subconsultants;

WHEREAS, the Port agrees to grant the Authority permission for HNTB, its authorized subconsultants, and Extreme Access to enter upon and use the Bridge and other Port property for the limited purpose of performing the Work, subject to the terms and conditions of this Agreement; and

WHEREAS, Oregon Revised Statutes ("ORS") 190 (and, with respect to the Port, ORS 777.112) authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

DRAFT

NOW THEREFORE, in consideration of the mutual covenants in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Term**. The term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2027 unless terminated earlier under Section 14, or otherwise extended by both Parties in writing.

2. **Grant of License**. The Port grants the Authority a non-exclusive, revocable, and limited license, with the right to authorize HNTB, its Authority-approved subconsultants, and Extreme Access to enter upon and use the Property solely to perform the Work described in Exhibit A. This Agreement conveys no leasehold, easement, or other real-property interest. The Authority remains responsible for HNTB's, its subconsultants', and Extreme Access's compliance with this Agreement.

3. **Port Approval Before Field Activities**. Before any field activities begin, including inspection, rope access, monitoring, equipment installation, or drone activities, the Authority shall submit for the Port's written approval the proposed work plan, equipment, locations, attachment and installation methods, access needs, schedule, traffic-control needs, utility needs, responsible field contacts, and restoration approach. For drone activities, the submittal shall also identify the remote pilot, proposed flight area and operating platform, launch and recovery locations, visual-line-of-sight approach, planned imagery, weather limitations, and any requested lane closure or boat support. Port approval shall not be unreasonably withheld. The Port may impose reasonable conditions to protect Bridge operations, public safety, navigation, traffic, maintenance, and emergency access. Port approval concerns access and operational impacts only, not the Project's engineering judgments, monitoring thresholds, or contractors' means and methods.

4. **Permitted Uses**. Subject to required Port approvals, the Authority may authorize HNTB. its approved subconsultants, and Extreme Accessto perform the Work described in Exhibit A.

5. **Drone Operations.** Drone operations shall comply with applicable law and the approved work plan.

6. **Temporary Bridge Closures**. The Parties acknowledge that the Work may require temporary bridge closures. Both traffic lanes may be closed concurrently. The Authority shall obtain the Port's written approval before implementing any lane closure and shall ensure that HNTB, its subconsultants, and Extreme Access comply with applicable traffic-control requirements and the Port-approved access plan.

7. **U.S. Coast Guard Requirements**. The Work shall be planned and performed so the Bridge retains its required lift capability and can be operated in accordance with applicable U.S. Coast Guard requirements. The Authority shall coordinate activities that may affect navigation, lift-span operations, Bridge inspections, maintenance, or emergency access.

8. **Port-Owned Equipment and Utilities.** The Authority may request the Port's written approval for HNTB and its approved subconsultants to use electrical power available on the Bridge or other Port-owned equipment or vessels directly related to the Work. A

DRAFT

request shall identify the proposed use, connection or operating method, duration, responsible personnel, and any reasonably requested supporting information. Port approval shall not be unreasonably withheld. Use of Port-owned equipment or vessels remains subject to availability and Port operating requirements.

9. **Restrictions**. The Authority shall ensure that HNTB, its subconsultants, and Extreme Access do not interfere with public use, Bridge operations, safety, Port operations, or inspections by the State of Oregon or other agencies, and do not alter or damage the Property beyond the Port-approved Work. No material change to approved work plan may occur without the Port's prior written approval. The Port may direct an immediate pause of field activities that present an imminent safety or operational concern. The Authority shall not resume the affected activities until the Port authorizes resumption in writing.

10. **Ownership and Removal of Equipment.** Monitoring and drone equipment shall remain the property of the Authority, HNTB, or HNTB's subconsultants, as applicable. Upon expiration or termination of this Agreement, or upon completion of the Work if earlier directed by the Authority, the Authority shall cause the equipment to be removed and affected Property restored to its prior condition, ordinary wear and tear excepted. The Authority shall also coordinate temporary or permanent relocation or removal upon the Port's written request when reasonably necessary for Bridge or Port operations.

11. **Data Use and Liability**. Monitoring data, survey verification records, observations, photographs, drone imagery, threshold evaluations, and final technical reports produced through the Work shall be made available to the Port upon request, subject to applicable law and any restrictions on confidential, security-sensitive, or proprietary information. HNTB's analyses and recommendations are prepared for the Authority and Project purposes only and under Contract No. HRWSBA-AE-2024-01. The Port's independent use or interpretation of such information is at the Port's responsibility, except to the extent otherwise agreed in writing. The Authority shall promptly notify the Port of any condition that may affect the safe operation of the existing Bridge. The Project’s monitoring thresholds and response procedures remain the Authority’s responsibility and are not adopted or approved by the Port.

12. **Risk of Loss; Indemnification**. The Authority assumes risk of loss or damage to equipment used for the Work. Subject to the Oregon Tort Claims Act and applicable limitations for public bodies, the Authority shall defend, indemnify, and hold harmless the Port and its officers, officials, agents, employees, and volunteers from claims attributable to negligent acts or omissions of the Authority or persons acting on its behalf, including HNTB, its subconsultants, and Extreme Access, to the extent permitted by law.

13. **Insurance**. The Authority shall maintain insurance or self-insurance consistent with applicable Oregon law. The Authority shall also require HNTB, its participating subconsultants, and Extreme Access to maintain insurance appropriate to their activities, including coverage applicable to drone operations when drone activities are performed, and to provide evidence of coverage to the Port before field activities begin. Any additional-insured requirements shall be subject to the terms of the applicable policies and contracts.

14. **Termination.** Either Party may terminate this Agreement without cause upon 30 days' prior written notice to the other Party. If Authority breaches any provision of this Agreement, and if within ten (10) business days after the Port sends written notice to Authority of the violation Authority fails to cure the violation to the Port's satisfaction, the

Port may immediately terminate this Agreement. Termination of this Agreement shall extinguish all rights granted to Authority hereunder as of the termination date.

15. **Compliance with all Applicable Laws, Rules, and Regulations;** The Authority agrees to comply with all federal, state and local laws, regulations, requirements and rules in connection with its obligations hereunder.

16. **No Assignment.** This Agreement is personal to the Authority and may not be assigned or transferred without the prior written consent of the Port.

17. **Amendments.** Any modifications to this Agreement must be made in writing and executed by both Parties.

18. **Waiver.** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

19. **Miscellaneous.** This Agreement contains the entire agreement between the Parties relating to the subject matter described in this Agreement, and supersedes any prior contracts or agreements between the Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and other application thereof shall not in any way be affected or impaired thereby. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the Parties. Each Party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all the Parties.

[*Remainder of this page is intentionally left blank; signatures are on the following page.]*

DRAFT

WHEREOF, the Parties to this Agreement have duly executed this Agreement as of the Effective Date.

Hood River-White Salmon Bridge Authority
An Oregon municipal corporation

By:_____

Name:

Title:

Port of Hood River
An Oregon municipal corporation

By:_____

Name: Kevin M. Greenwood

Title: Executive Director

DRAFT

EXHIBIT A

WORK REQUIRING ACCESS TO THE EXISTING HOOD RIVER-WHITE SALMON BRIDGE

This Exhibit identifies only the activities under HNTB Corporation's authorized services under Amendment 12 that require physical access to the existing Hood River-White Salmon Bridge or associated Port property, including aerial access by unmanned aircraft system and rope access supported by Extreme Access. The Work is limited to the activities below and related access to the Bridge, coordination with Port, reasonably necessary to perform those activities.

Activities not requiring access to the existing Bridge or Port property are informational only and may not be subject to the Agreement and be excluded from this Exhibit.

1. Existing-Bridge Record Verification and Condition Baselining
   - Access selected bridge components to perform a focused verification on components identified through the inspection records and for the monitoring assessment.
   - Verify the inspection records on selected critical structural members, connections, bearings, expansion joints, mechanical components, foundation-related elements, and other bridge features susceptible to construction-induced movement or vibrate on.
   - This limited verification is performed solely to support the Test Pile Program and is not, and shall not be construed as, an official, routine, special, or comprehensive bridge inspection; a condition or safety assessment; a load-rating update; a certification of structural integrity, serviceability, or fitness for continued use; or a comprehensive structural analysis. The Authority and HNTB are not assuming ownership, custody, control, operation, maintenance, inspection, or repair responsibility for the existing Bridge, and the Work does not transfer to the Authority or HNTB any duty or liability of the Bridge owner or operator. HNTB's observations are limited to the components, conditions, locations, and times expressly included in its authorized scope and shall not be interpreted as identifying all defects or conditions affecting the Bridge. Any additional work requiring access to Port property beyond this Exhibit requires the Port's prior written authorization.
2. Rope Access
   - Extreme Access will provide the rope-access services under its direct contract with the Authority.
   - Use industrial rope access where required to reach Bridge components that cannot be safely or reasonably observed from the deck, fixed access points, approved platforms, or other conventional access locations.
   - The Authority will coordinate the activities of HNTB and Extreme Access with the Port. Each contractor remains responsible for its own personnel, equipment, safety program, insurance, means and methods, and contractual obligations.
   - Rope-access locations, anchorage methods, exclusion zones, rescue provisions, equipment staging, and effects on Bridge operations must be

included in the Port-approved work and access plan before work begins.

3. Survey Control, Baseline Survey, and Monitoring-System Verification
   - Access monitoring locations, survey-control points, instrument stations, monitoring prisms, reference stations, and monitoring data as necessary for survey-verification activities.
   - Perform a pre-pile driving baseline survey establishing and documenting initial positions of monitoring points and reference stations.
   - Verify monitoring-system commissioning, including prism alignment and confirmation that the monitoring system is configured and communicating in accordance with the approved monitoring plan.
   - Perform periodic field verification of equipment setup and operation, instrument alignment, prism condition, and reference-point stability.
4. Aerial Access
   - Conduct Port-approved unmanned aircraft system (drone) flights from approved launch and recovery locations to obtain aerial video and still photography of the existing Bridge and associated Port property.
   - Use aerial access for baseline and post-work condition documentation of Bridge components and areas that require an aerial viewpoint or are not reasonably documented from approved ground-access locations.
5. Mechanical and Lift-Span Evaluation
   - Provide physical access for focused evaluation and condition documentation of lift-span and mechanical components that may be affected by movement, vibration, distortion, or alignment changes.
   - The field evaluation may include accessible wire ropes, sheaves, bearings, span locks, machinery supports, drive systems, brakes, counterweight-related components, and other movable-Bridge elements identified in the approved inspection plan.
   - Coordinate the activities with the Port for maintaining the required lift capability, navigation, emergency access, and Bridge operating requirements.
6. Monitoring During and After the Test Pile Program
   - Access the Bridge and monitoring locations as needed to verify equipment condition, investigate observed anomalies or threshold exceedances, and obtain supplemental field measurements or observations during test-pile activities.
   - Perform a focused post pile installation inspection of previously identified components of concern to identify potential changes or damage associated with pile-driving operations.

END OF EXHIBIT A

DRAFT