

PORT OF HOOD RIVER COMMISSION AGENDA

Tuesday, January 21, 2025 Port Conference Room

1000 E. Port Marina Drive, Hood River

View meeting at: https://www.youtube.com/@portofhoodriver2178/streams

1. **Call to Order** – 5:00 PM

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

2. Consent Agenda

- a. Approve Minutes from the December 17, 2024 Regular Session (P. Rosas, Pg. 3)
- b. Approve 2024 Annual Report of the Board of Commissioners (P. Rosas, Pg. 7)
- c. Approve Job Description for Operations Administrator Position (D. Smith-Wagar, Pg. 13)
- d. Approve Contract with BBSI for Temporary Administrative Support (D. Smith-Wagar, Pg. 19)
- e. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (D. Smith-Wagar, Pg. 37)

3. Informational Reports

a. Monthly Financial Report (D. Smith-Wagar, Pg. 41)

Presentations & Discussion Items

- a. Rudy Kellner, pFriem, Year in Review (K. Greenwood, Pg. 45)
- b. Kelley Wilson, SUM Design, Administration Relocation Criteria (K. Greenwood, Pg. 55)
- 4. Executive Director Report (K. Greenwood, Pg. 91)
- 5. Commissioner, Committee Reports

6. Action Items

- a. Approve 2025 SDIS Property/General Liability Insurance Policy (D. Smith-Wagar, Pg. 131)
- b. Approve 2025 CHUBB Bridge Insurance Policy Renewal (D. Smith-Wagar, Pg. 179)
- c. Approve Permanent Tollbooth Closure (D. Smith-Wagar, Pg. 203)
- d. Approve RFP for Invoice Printing and Mailing Services (D. Smith-Wagar, Pg. 217)

7. Commission Call/Upcoming Meetings

- a. Upcoming Meetings:
 - 1. Regular Session February 18, 2025
 - 2. Regular Session March 18, 2025
 - 3. Regular Session April 15, 2025
- 8. Confirmation of Commission Directives to Staff
- 9. Executive Session None

10. 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.

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

Regular Session

PRESENT: Commissioners: Kristi Chapman, Heather Gehring (arrived at 5:02 p.m.), Mike Fox, and Tor Bieker. Staff: Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, Jeff Renard, Tom Bacci, Kidder Mathews and Patty Rosas. Guests: Noah Noteboom, Columbia Gorge News; John Benton, Budget Committee; Judy Newman, Budget Committee.

ABSENT: Commissioner Ben Sheppard (excused)

- 1. CALL TO ORDER: President Kristi Chapman called the meeting to order at 5:00 p.m.
 - a. Modifications, Additions to Agenda: None
 - b. **Open Public Hearing on the Exemption for HVAC Services** Commissioner Chapman opened the public hearing at 5:00 p.m.
 - c. **Close Public Hearing** No comment was received. Commissioner Chapman closed the public hearing at 5:01 p.m.
 - d. Public Comment: None

2. CONSENT AGENDA:

- a. Approve Minutes from the November 19, 2024, Regular Session and Fall Planning Sessions
- b. Approve Resolution No. 2024-25-15 Naming Port Commission as Board of Foundation
- c. Approve Resolution No. 2024-25-16 Adopting Findings for Sole Source Procurement
- d. Approve Master Services Agreement with DIVCO for HVAC Services
- e. Approve Accounts Payable to Beery, Elsner & Hammond, LLP

Motion: Move to approve Consent Agenda.

Move: Fox Second: Gehring

Discussion: Questions were raised regarding item 2(d), the Master Services Agreement

with DIVCO. The Commission discussed concerns about the lack of participation from local contractors and emphasized the potential benefits of hosting an "industry day" to engage and encourage local businesses.

Vote: Ayes: Chapman, Gehring, Fox, and Bieker

Absent: Sheppard

MOTION CARRIED

3. INFORMATIONAL REPORTS:

- a. Review of Fall Planning Directives No discussion.
- b. Financial Report Questions were raised about the adopted budget showing a \$3.5 million imbalance, with expected expenses exceeding the \$34.7 million budget. Debbie Smith-Wagar, Finance Director, clarified that the discrepancy stemmed from including potential resources, such as a possible sale of the Big 7 building, which had since been adjusted. Commissioners emphasized the need for periodic updates, such as quarterly or mid-year forecasts, to provide a clearer view of expected outcomes and avoid surprises.

c. **Bridge Replacement Project Update** – No discussion.

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **PSquare Toll Billing Failure**
 - Review of PSquare Memo Finance Director Debbie Smith-Wagar reported on the
 recent billing error tied to internet upgrades at the toll booth, discovered in November
 by P-Square. The issue arose from unexpected auto-billing adjustments implemented
 without adequate notice to customers. Staff acknowledged the error, and P-Square
 committed to consulting Port staff before executing similar actions in the future. SmithWagar highlighted P-Square's swift response, including a root cause analysis and
 resolution. Commissioners stressed the need for transparency and proactive
 communication to address any future issues effectively.
 - 2. Review Port's Communication Plan Patty Rosas, Executive Assistant, reviewed the Port's social media strategy, recommending a focus on high-priority updates like bridge delays and safety alerts, with lighthearted content limited to once a month. Rosas emphasized keeping comments open for public feedback but suggested directing concerns to the Port's website for better tracking. Commissioners agreed on using Facebook for factual updates and Instagram for casual posts, and discussed increasing engagement through a website submission option for questions. They also proposed more transparency-focused articles aimed at Washington residents.
 - 3. Consideration of All Electronic Tolling Implementation Smith-Wagar reported that the Port is facing ongoing staffing shortages, leading to changes in toll booth operations. Since May 2023, reducing overnight staffing has worked well, and now the Port is considering cutting weekend staffing to one shift per day. The Commission suggested exploring phasing out the toll booth entirely, moving towards a fully electronic system, similar to ATM-style machines, to address staffing challenges. Research on this option will continue, with a decision expected by the January meeting.
- 5. EXECUTIVE DIRECTOR REPORT: Kevin Greenwood, Executive Director, reported that SDIS will release their 2025 general liability policy next week. Greenwood inquired if any Commissioners would like to attend the SDAO conference in February, with staff following up to confirm dates. The bridge liability insurance policy will be received in early January, with the current policy extended through the end of January. Commissioner Tor Bieker offered to review the policy. Greenwood also mentioned that staff is conducting an internal labor survey to assess workflow and capacity. Additionally, the Governance Committee of the Hood River White Salmon Bridge Authority (HRWSBA) has requested assistance in drafting a job description for an Executive Director as they plan for more permanent local management. Lastly, discussions addressed tree removal at the airport and FAA-compliant methods for fair commercial hangar rentals, such as random selection or market-based pricing, with further follow-up from staff planned.
- 6. COMMISSIONER, COMMITTEE REPORTS: None

7. ACTION ITEMS:

a. Approve Master Services Agreement with Gretchen Goss for Communication and Project Management Services.

Motion: Move to approve the Master Services Agreement with Gretchen Goss for

Communication and Project Management Services.

Move: Bieker Second: Gehring

Discussion: None

Vote: Ayes: Chapman, Gehring, Fox, and Bieker

Absent: Sheppard

MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Bieker reflected on a recent radio appearance with Greenwood, highlighting the Port's transparency efforts and unique financial model. The Commission suggested enhancing public engagement through outreach to groups like the Chamber of Commerce and White Salmon communities, with plans for continued efforts in the New Year.
- 9. UPCOMING MEETINGS: No Discussion
- **10. CONFIRMATION OF DIRECTIVES:**
 - a. Staff to provide a recommendation for implementing all electronic tolling.
- **11. ADJOURN:** The meeting was adjourned at 6:08 p.m.

| ATTEST: |
|---------------------------|
| Kristi Chapman, President |
| Michael Fox. Secretary |

This page intentionally left blank.

Prepared by: Kevin Greenwood
Date: January 21, 2025
Re: 2024 Annual Report



Per ORS 777.140(2), an annual report is required to be filed with the Board and formally submitted for inclusion in the public record. This essential document not only records the Board's achievements but also shows the public follow through on the goals and initiatives of the Commission.

Attached for your review and approval is the 2024 annual report.

RECOMMENDATION: MOTION to approve the 2024 annual report

This page intentionally left blank.



2024 ANNUAL REPORT OF THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS

This Annual Report is filed with the Port of Hood River Board of Commissioners by the President, Vice President, Treasurer, and Secretary pursuant to ORS 777.140(2). The report highlights the major events and accomplishments of the previous calendar year. It is available at the Port office and is formally submitted for inclusion in the public record.

| 1/23/2024 | Approved Resolution No. 2023-24-11 Updating BreezeBy Terms and Conditions |
|-----------|----------------------------------------------------------------------------------------------------------------------|
| 1/23/2024 | Approved Contract with Nova Group GBC for Facility Inspection Services in the Amount of |
| -,, | \$27,200 |
| 1/23/2024 | Approved Memorandum of Understanding with Aircraft Storage, LLC for North Apron |
| | Development |
| 1/23/2024 | Approved Resolution No. 2023-24-10 Updating the Port's Mission, Vision & Values |
| 1/23/2024 | Statements Approved Resolution No. 2023-24-12 for Temporary Funding of the HRWSBA |
| 1/23/2024 | Approved Negotiations with WSP for Owner's Rep. Services for Lot 1 Transportation |
| 1/23/2024 | Improvement |
| 1/23/2024 | Approved Lease with HRC Heritage Council for Big 7 Building |
| 2/7/2024 | Approved 2024 CHUBB Bridge Insurance Policy Renewal |
| 2/7/2024 | Approved Contract with Beery Elsner and Hammond for Port General Counsel Services |
| 2/7/2024 | Approved Contract with WSP USA to complete Connect Oregon grant application for Lot 1 |
| | transportation improvements |
| 2/20/2024 | Approved Addendum 1 Lease with CG Operations LLC in the Timber Incubator Building |
| 3/19/2024 | Approved Amendment No. 5 to Contract with HNTB for Consulting Services Related to Bridge Replacement |
| 3/19/2024 | Authorize to Enter into Welding Contracts Not to Exceed \$100,000 |
| 3/19/2024 | Approved Resolution No. 2023-24-13 Adopting Toll Policy for the Hood River Bridge |
| 3/19/2024 | Approved Resolution No. 2023-24-14 Appointing John Benton, Larry Brown, and Bonifacio Romero to the Budget Committee |
| 3/19/2024 | Approved IGA with HRWSBA to Establish Terms and Conditions for Services |
| 3/19/2024 | Approved MSA/Work Order No. 1 with WSP for Owners Rep Services related to Lot 1 |
| 3/19/2024 | Approved Purchase Agreement with Mt. Hood Railroad |
| 3/19/2024 | Approved Listing Agreement for Real Estate Services with modifications. |
| 4/9/2024 | Approved Resolution 2023-24-15 Adopting Findings for Sole Source Procurement for WJE |
| | engineering services |
| 4/9/2024 | Approved Master Service Agreement with WJE for Bridge Lift Engineering Services |
| 4/9/2024 | Approved Work Order #1 with WJE for Electrical Work on Bridge |
| 4/9/2024 | Approved Work Order #10 with PSquare for Tolling System Support |
| 4/23/2024 | Approved Res. No. 2023-24-16 Adopting Findings for Sole Source Procurement |
| 4/23/2024 | Approved Master Service Agreement with PSquare for Tolling System Support |
| 4/23/2024 | Approved Contract with Pauly, Rogers and Co. for Audit Services |
| 4/23/2024 | Approved Contract with Hood River Security for Security Services |
| 4/23/2024 | Approved Communications Contract with Goss Creative – NTE \$20,800 |

| 4/23/2024 | Approved Contract with HRK Engineering for Parking Lot Design – NTE \$50,000 |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4/23/2024 | Approved Work Order No. 2 and 3 with Anne Medenbach for Leasing Services |
| 4/23/2024 | Approved Res. No. 2023-24-17 for Executive Director Authorization |
| 4/23/2024 | Approved Addendum No. 2 to Lease with Crestline in Suite 200 in Marina #1 Bldg |
| 4/23/2024 | Approved Res. No. 2023-24-19 Designating Credit Card Signer with Umpqua Bank |
| 4/23/2024 | Approved Operations Agreement with Hood River Soaring at the Airport |
| 4/23/2024 | Approved Res. No. 2023-24-18 Waterfront Recreation Policy |
| 5/7/2024 | Approved election of officers |
| 5/7/2024 | Approved a property tax levy at the rate of \$.0332 per thousand of assessed value for FY 2024-25 |
| 5/7/2024 | Approved the FY 2024-25 budget |
| 5/21/2024 | Approved Operations Agreement with Hood River Soaring at the Airport |
| 5/21/2024 | Approved Lease with HP Civil Inc. in the Wasco Building (lease will not go into effect until 2025) |
| 5/21/2024 | Approved TO 10 Amendment 4 with HDR Engineering |
| 5/21/2024 | Approved Lease with Blue Mountain Networks LLC, in the Big 7 Building |
| 6/11/2024 | Approved Contract with Kapsch for Maintenance Services |
| 6/11/2024 | Approved Resolution No. 2023-24-20 Adopting Communications Plan |
| 6/11/2024 | Approved Resolution No. 2023-24-21 Setting Rates, Fees, and Charges |
| 6/11/2024 | Approved Task Order No. 11 with Psquare for Tolling System Services |
| 6/11/2024 | Approved Agreement and Two Task Orders with Radcomp for IT Services |
| 6/11/2024 | Approved Lease with Hood River Distillers in the Maritime Building |
| 6/11/2024 | Approved Amendment No. 2 with Columbia Gorge News in Marina West Building |
| 6/11/2024 | Approved SDIS Insurance Renewal for FY2024-25 Employee Benefit Program |
| 6/11/2024 | Approved Resolution No. 2023-24-22 Adopting Methods of Payment for Parking |
| 6/11/2024 | Authorize Letter of Support for the Bridge Replacement Project |
| 6/11/2024 | Approved New Project Coordinator Job Position |
| 6/11/2024 | Approved Resolution No. 2023-24-23 Authorizing the Budget Transfer for the FY 2023-24 Budget |
| 6/11/2024 | Approved Contract with Aviation Management Services for Managing and Evaluating the Airport |
| 6/11/2024 | Approved Resolution No. 2023-24-24 Adopting the FY 2024-25 Budget |
| 6/30/2024 | Authorize to open bridge to limited vehicular traffic as soon as they can achieve a security situation on both ends, and if they have dispersed the appropriate communications to DOT and other agencies. |
| 6/30/2024 | Authorize to direct Kiewit Construction and HDR Engineering, Inc. to complete design, procurement of materials, and construction of a permanent fix |
| 6/30/2024 | Authorize to delegate emergency procurement authority to the Executive Director up to a limit of \$1 million in total contracts related to the repair of the Hood River Bridge. |
| 7/16/2024 | Approved 2023 Annual Report of the Board of Commissioners |
| 7/16/2024 | Approved Resolution No. 2024-25-1 approving reappointments of Auditor, Legal Counsel, Insurance, and Health Plan Services |
| 7/16/2024 | Ratify Contract with Kiewit Infrastructure West Co. for Emergency Repairs to the Hood River Bridge |

| _ | |
|------------|--------------------------------------------------------------------------------------------------------------------------|
| 7/16/2024 | Approved Committee Assignments for FY 2024-2025 |
| 7/16/2024 | Affirm Commission Officers |
| 8/20/2024 | Approved Resolution No. 2024-25-3 Celebrating the Centennial Anniversary of the Hood River Bridge |
| 8/20/2024 | Approved a No-Cost Contract Amendment with WSP for Intersection Work on Lot 1 |
| 8/20/2024 | Approved a No-Cost Contract Amendment with KPFF for Intersection Work on Lot 1 |
| 8/20/2024 | Approved Janitorial Contract with Allied Maintenance |
| 8/20/2024 | Approved Resolution No. 2024-25-2 Updating AAC Rules and Making Appointments |
| 8/20/2024 | Approved FAA Grant Agreements and Amendments for South Apron T-Hangar and Taxi Lane Improvements |
| 8/20/2024 | Approved FAA Grant Agreements and Amendments for South Apron T-Hangar and Taxi Lane Improvements |
| 8/20/2024 | Approved Lease with Hood Aero for the Heli Hangar |
| 8/20/2024 | Approved Agreement with Finish Line Concrete Cutting at the Big 7 Bldg in the amount of \$18,920 |
| 8/20/2024 | Approved Lease with Clay Commons in the Big 7 Building |
| 9/17/2024 | Approved Parking Permit with Mt. Hood Meadows |
| 9/17/2024 | Approved Parking Permit with Mt. Hood Meadows |
| 9/17/2024 | Approved Parking Permit with Columbia Area Transit |
| 9/17/2024 | Approved Task Order No. 4 for \$86,500 for engineering and design services at the Ken Jernstedt Airfield with PAE |
| 9/17/2024 | Approved Task Order No. 5 for \$96,250 for engineering and design services at the Ken Jernstedt Airfield with PAE |
| 9/17/2024 | Approved Contract with True West Entertainment for Centennial Event Coordination |
| 9/17/2024 | Approved Addendum No. 4 to Lease with Earth & Muscle in Marina East Bldg. |
| 9/17/2024 | Approved No. 1 to Lease with Aletta Wilson in Marina East Bldg. |
| 9/17/2024 | Approved Property Use & License Agreement with Brian's Kiteboarding |
| 9/17/2024 | Approved Property Use & License Agreement with Cascade Kiteboarding |
| 9/17/2024 | Approved Property Use & License Agreement with CGW2 |
| 9/17/2024 | Approved Property Use & License Agreement with Doug's |
| 9/17/2024 | Approved Resolution No. 2024-25-4 Establishing Procurement Rules |
| 9/17/2024 | Approved Resolution No. 2024-25-5 Establishing Business Matters FY24-25 |
| 9/17/2024 | Approved Resolution No. 2024-25-6 Adopting Donation Policy |
| 9/17/2024 | Approved Procurement for Real Estate Leasing/Sales Personal Services |
| 10/15/2024 | Approved Resolution No. 2024-25-7 Establishing Public Meeting Training Policy |
| 10/15/2024 | Approved Purchase of Hangar Door with Kevin Cole Construction at The Hoby Streich Hangar |
| 10/15/2024 | Approved Resolution No. 2024-25-8 Adopting Updated Employee Handbook |
| 10/15/2024 | Approved Resolution No. 2024-25-9 Forming 501(c)3 corporation |
| 10/22/2024 | Approved Amendment No. 1 with HRK Engineering for Parking Lot Design |
| 10/22/2024 | Approved Real Estate Master Service Agreement and Work Orders with Tom Bacci, Kidder Mathews for Real Estate Services |
| 10/22/2024 | Approved Master Service Agreement and Work Order with SUM Design for Architectural Services |
| 10/22/2024 | Approved Resolution No. 2024-25-10 Changing Rules at Ken Jernstedt Airfield |
| | |

| 10/22/2024 | Approved Amendment No. 2 Employment Contract with Kevin Greenwood, Executive Director |
|------------|---------------------------------------------------------------------------------------------------------|
| 11/19/2024 | Approved Resolution No. 2024-25-12 Adopting Event/Picnic Shelter Rules & Regulations |
| 11/19/2024 | Approved Resolution No. 2024-25-13 Adopting Marina Rules & Regulations |
| 11/19/2024 | Approved Resolution No. 2024-25-14 Adopting the Revised Master Fee Schedule |
| 12/17/2024 | Approved Resolution No. 2024-25-15 Naming Port Commission as Board of Foundation |
| 12/17/2024 | Approved Resolution No. 2024-25-16 Adopting Findings for Sole Source Procurement |
| 12/17/2024 | Approved Master Services Agreement with DIVCO for HVAC Services |
| 12/17/2024 | Approved Master Services Agreement with Gretchen Goss for Communication and Project Management Services |

The President, Vice President, Secretary, and Treasurer are proud of the work accomplished by our Commission and Staff. We look forward to an equally successful 2025. This Annual Report is submitted to the Port of Hood River by:

| Kristi Chapman, President | |
|---------------------------------|--|
| | |
| Heather Gehring, Vice President | |
| | |
| Tor Bieker, Treasurer | |
| | |
| Michael Fox, Secretary | |

Commission Memo



Date: January 21, 2025

Re: Changes to Organizational Structure



In response to feedback gathered from a recent staff survey, Staff has identified areas where reorganizing tasks could improve efficiency and effectiveness. This process provided valuable insights into how roles and responsibilities can be better aligned to meet the Port's operational needs.

As part of this proposed reorganization, Staff determined that the revised tasks and responsibilities align more closely with a newly defined position, Operations Administrator. The previous job description for Administrative Specialist no longer adequately reflects the expanded duties, and the new role has been developed to address these updated priorities.

If approved by the Commission, Staff plans to conduct an internal hiring process to fill this position, ensuring the reorganization does not impact the total full-time equivalent (FTE) positions at the Port. This approach leverages existing talent and expertise while maintaining operational continuity.

BUDGET IMPACT:

The pay for the new position will be similar to the Administrative Specialist position that is being replaced. This change is not expected to impact the budget.

RECOMMENDATION:

MOTION to approve the proposed changes to the organizational structure and the new job description for the Operations Administrator.

ATTACHMENTS:

Job Description – Operations Administrator

This page intentionally left blank.



JOB TITLE: Operations Administrator

WORKING TITLE: Operations Administrator GENERAL EMPLOYEE • REGULAR • FULL TIME STARTING SALARY: \$26.80 - \$35.91

STARTING DATE: 2/1/2025

| DEPARTMENT: | SUPERVISED BY: | FLSA STATUS: |
|----------------|------------------|--------------|
| Administration | Finance Director | Non-Exempt |

JOB SUMMARY:

The Operations Administrator provides comprehensive administrative and operational support to ensure the efficient management of financial, office, and customer service functions. Key responsibilities include supporting project management, overseeing parking operations, processing cash receipts, maintaining financial archives, assisting with accounts payable, managing marina billing, coordinating inventory, and facilitating office activities. This role ensures compliance with agency policies, supports financial operations, and maintains effective communication with stakeholders and team members. While this position does not directly supervise employees, it may oversee the work of other Port employees, consultants, and vendors.

ESSENTIAL DUTIES:

• Administrative and Customer Service Support (Requires 50% of Time)

- Serve as the primary contact for customer inquiries via phone, email, and in person, particularly for parking-related questions and disputes.
- o Backup for front office customer service as needed.
- Assist customers with inquiries regarding parking, and marina moorage.
- Process cash receipts and tenant payments while maintaining accurate financial records.
- Manage customer correspondence and alerts, ensuring timely and clear communication.
- Provide administrative support to department managers, including word processing, document organization, and general office tasks.
- Train front desk receptionists and customer support staff to ensure efficient service delivery.

Project Management Assistance:

(Requires 10% of Time)

- Assist the Finance Department with data preparation for monthly financial reports.
- Support administrative and operational aspects of special projects and ongoing Port initiatives.
- Maintain and organize financial archives, ensuring compliance with the OAR records retention schedule.
- Manage the financial filing system and other archiving tasks as assigned, consulting the Executive Assistant who oversees all archives for approval on changes to processes, policies, or file structure.

 Assist with accounts payable processing, including vendor communication and documentation.

Parking Management:

(Requires 30% of Time)

- Assist with hiring and coordinating schedules for seasonal parking staff to ensure smooth operations during peak periods.
- Respond to seasonal staff requests as needed, which may require weekend availability to address operational needs promptly.
- Coordinate with consultants and vendors to ensure parking enforcement systems are operational and aligned with agency requirements.
- Assist with planning and implementing parking equipment upgrades and maintenance to enhance efficiency.
- Compile parking management reports, including usage, revenue, and compliance data, to support the manager's presentations to the Commission and stakeholders.
- Oversee daily parking operations, including inventory management, addressing customer inquiries, and updating signage and other related materials.

Operational Coordination:

(Requires 10% of Time)

- Monitor and maintain inventory for office supplies, transponders, and cash handling materials.
- Coordinate office activities, such as meeting arrangements and travel scheduling for staff, as needed.
- Maintain accurate records of office key distribution and ensure compliance with security protocols.

NON-ESSENTIAL DUTIES:

- Provide back-up support for toll and event site operations as needed.
- o Assist with safety committee coordination and related documentation.
- Perform other duties as assigned to support agency operations.

SUPERVISION:

The Operations Administrator works under the overall supervision of the Finance Director for daily operations. The annual review will be completed by the Finance Director. Guidance is communicated orally and/or in writing, and results are reviewed for accuracy and to assure use of proper methods.

SUPERVISORY RESPONSIBILITIES:

None.

MINIMUM QUALIFICATIONS:

- **Education:** Two-year degree or equivalent work experience.
- **Experience:** Five years of demonstrated experience in office administration, customer service, office systems, and solid written/oral communications skills.
- Certifications: Possess and maintain a valid driver's license with good driving record.
- Pass pre-employment background check.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES:

- Excellent interpersonal communication skills, both in person and via telephone are required.
- Excellent typing skills and computer proficiency in Microsoft Office and Adobe software and/or other project management tools
- Excellent spelling, grammar and composition skills.
- Proficient in use of personal computer, 10-Key calculator, and other standard office machines.
- Excellent attention to detail and professional office manner.
- Strong organizational and project management skills.
- Take Records Management Training

WORK ENVIRONMENT:

Busy, typical office environment. Non-private desk space. Occasional work out of doors on Port grounds.

PHYSICAL DEMANDS:

Requires strength and mobility for this setting, including prolonged sitting and use of computer. Work occasionally requires lifting objects weighing a maximum of 50 pounds each, bending, and standing in one place for prolonged periods of time. Corrected vision sufficient for use of computers.

RELATIONSHIP WITH OTHERS:

The Operations Administrator has regular telephone or in-person contact with employees of other departments, customers, external agencies, customers, vendors, and members of the general public to exchange information. Contact typically involves gathering, organizing, and clarifying information, resolving discrepancies and answering inquiries. Communication may be both oral and written.

| SUPERVISOR SIGNATURE |
|-------------------------------------|
| SUPERVISOR TITLE / DATE |
| EXECUTIVE DIRECTOR SIGNATURE / DATE |
| EMPLOYEE SIGNATURE |
| EMPLOYEE TITLE / DATE |

This page intentionally left blank.

Commission Memo

Prepared by: Debbie Smith-Wagar, Finance Director

Date: January 21, 2025

Re: Temporary Seasonal Staffing Solution



To address the ongoing challenges of hiring and retaining seasonal employees, staff solicited quotes from reputable staffing agencies to provide temporary administrative and seasonal support. Utilizing a temporary staffing agency allows us to meet operational demands during peak periods while avoiding the complexities of the traditional hiring process and payroll management. This approach ensures our team can maintain high levels of efficiency and service quality when additional support is most critical.

We solicited three quotes, and after considering cost, qualifications, and agency reputation in the Gorge area, we recommend selecting Barrett Business Services, Inc. (BBSI) from The Dalles for this engagement. The agency currently works with the Cities of Hood River and The Dalles, as well as Wasco and Hood River Counties. They estimate a fee of approximately 40% on top of the employee's wage. For example, if the temporary employee is paid \$20 per hour, the total cost would be \$28.00 per hour. This agency provides locally sourced employees, which supports our community and aligns with our values.

JUSTIFICATION:

- 1. **Operational Need:** The temporary administrative and seasonal support will address workload surges and ensure the timely completion of essential tasks.
- 2. **Cost-Effectiveness:** BBSI provides high-quality local candidates at the most competitive price among the three quotes, supporting community engagement and operational alignment.
- 3. **Agency Reputation:** BBSI is well-regarded in the region and already works with local municipalities, ensuring familiarity with the area's unique needs.

BUDGET IMPACT:

Any temporary employees hired under this contract would be in lieu of hiring direct employees by the Port (i.e., contracting for seasonal maintenance employees instead of hiring directly). There will be little to no impact on the total budget.

RECOMMENDATION:

MOTION to approve a Contract with Barrett Business Services Inc. to provide temporary administrative and seasonal support on an as-needed basis, with a total cost not to exceed \$75,000. The contract is subject to legal review.

ATTACHMENTS:

Quotes

Personal Services Contract

This page intentionally left blank.

PORT OF HOOD RIVER DETERMINATION & JUSTIFICATION FOR SUPPLIES AND SERVICES

| fied temporary administrative and riods. noted Price: 40% of wage Per Attachment Per Phone Call Per Internet Search is fully responsible. | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| riods. roted Price: 40% of wage □ Per Attachment □ Per Phone Call □ Per Internet Search is fully responsible. | | |
| ☐ Per Attachment ☑ Per Phone Call ☐ Per Internet Search is fully responsible. | | |
| ☐ Per Attachment ☑ Per Phone Call ☐ Per Internet Search is fully responsible. | | |
| ☐ Per Attachment ☑ Per Phone Call ☐ Per Internet Search is fully responsible. | | |
| ☑ Per Phone Call ☐ Per Internet Search is fully responsible. | | |
| Per Internet Search | | |
| | | |
| | | |
| 2 | | |
| oted Price:\$35/h | | |
| ☐ Per Attachment ☑ Per Phone Call ☐ Per Internet Search | | |
| | | |
| | | |
| oted Price: 45% of wage | | |
| ☑ Per Attachment | | |
| ☑ Per Phone Call ☐ Per Internet Search | | |
| e. | | |
| | | |
| n track record, competitive pricing temporary staffing solutions. | | |
| | | |

This page intentionally left blank.

PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as "Port"), and Barrett Business Services, Inc. (hereinafter referred to as "Consultant").

In consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

- 1. <u>PROJECT</u>: Work shall be performed by Consultant in connection with a project generally described as: Seasonal Staffing Needs (the "Project").
- 2. SCOPE OF SERVICES: The Consultant shall be responsible for the performance of all services as set forth in the Scope of Work attached to this Agreement as Exhibit A (the "Services") and to the extent described in this Agreement. All provisions and covenants contained in the Scope of Work are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and the Scope of Work (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
- **3. TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate one (1) year later, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
- **4. TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services.
- **5. COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in the Scope of Work. The total aggregate amount for all Services performed under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) ("Compensation"), unless otherwise approved in writing by the Port.

Consultant shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Consultant pursuant to this Agreement will be

reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

- 6. STATUS OF CONSULTANT AND RELATIONSHIP TO PORT: The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
- 7. ERRORS IN WORK; EXTRA OR CHANGES IN WORK: Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- **8. REPRESENTATIONS:** The Consultant represents and covenants that:
 - a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and subconsultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
 - **b.** To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the

- State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
- **d.** The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. **CONSULTANT'S INSURANCE:**

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- **a.** Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- **b.** Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- **c.** Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any Services under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant subcontracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- **e.** Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

- 10. <u>INDEMNIFICATION</u>: The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
- 11. CONFIDENTIALITY: During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
- **12.** <u>ASSIGNMENT:</u> Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

13. SUBCONSULTANTS:

- **a.** <u>General.</u> The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
- **b.** <u>Sub-Consultant Commitments</u>: All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:

- The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
- ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub- consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

14. TERMINATION NOT-FOR-CAUSE:

a. <u>Termination for Cause</u>.

- i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or Port notifies Consultant of the breach, whichever is earlier. If Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Consultant as being in default and pursue any remedy available for such default at law or in equity.
- iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Consultant to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Consultant shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after

Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Consultant to resume those Services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and Port.
- **b.** <u>Termination for Convenience</u>. In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.
- **c.** <u>Obligations of Consultant.</u> After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- d. <u>Termination Settlement.</u> After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
- **e.** <u>Payment Upon Termination.</u> As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- **f.** Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- **g.** <u>Partial Termination.</u> If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for

further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

- 15. FORCE MAJEURE: Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.
- 16. <u>RECORD KEEPING:</u> The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- 17. WORK PRODUCT: All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Port. Consultant shall execute any assignment or other documents necessary to affect this section. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this section. Consultant shall transfer to Port any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this section

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

18. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:

a. <u>Public Records.</u> The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions

of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.

- **b.** Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. <u>Stakeholder.</u> In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

| 19. | DESIGNATION | OF REPRESEN | <u>TATIVES AN</u> | D KEY I | PERSONI | VEL: The Port | hereby desi | gnates Kevin |
|-----|--------------------|-------------------|------------------------------|----------|-------------|----------------------|----------------|----------------|
| | Greenwood, | Executive | Director | and | the | Consultant | hereby | designates |
| | | , | [<mark>Title</mark>] as th | e perso | ns who | are authorized | to represen | t the parties |
| | with regard to | administration | of this Agree | ement, s | subject to | limitations, w | hich may be | agreed to by |
| | the parties (co | llectively, the " | Key Personr | el"). In | consulta | tion with the F | ort, the Cor | ısultant shall |
| | identify the K | ey Personnel a | acceptable t | o the F | Port who | will provide | the Services | s under this |
| | Agreement. No | ne of these inc | lividuals may | , be cha | inged, wl | nile still in the e | employ of th | e Consultant |
| | and not on lega | ally required lea | ave, without | the Port | t's prior \ | written consent | t, which cons | ent shall not |
| | be unreasonab | ly withheld. No | otwithstandi | ng the f | oregoing | , the Consultar | nt acknowled | lges that the |
| | Port considers | the individual | s named as | Key Pe | rsonnel | critical to the | Consultant | providing its |
| | Services under | this Agreemen | it, and the P | ort will | not pay | the cost of any | ı individual p | providing the |
| | Services conte | mplated by the | Key Personi | nel on b | ehalf of | Consultant unle | ess such indi | viduals have |
| | been approved | by the Port in | writing. | | | | | |

20. PUBLIC CONTRACTING REQUIREMENTS

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- **b.** Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- **c.** <u>Contributions to the Industrial Accident Fund</u>. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the

subcontractors. (ORS 279B.220)

- **d.** <u>Liens and Claims</u>. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. <u>Income Tax Withholding</u>. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. <u>Non-Discrimination</u>. Consultant agrees to comply with all applicable requirements of federal and state non-discrimination, civil rights, and rehabilitation statues, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- **h.** Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- **i.** <u>Foreign Contractor</u>. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; (3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- **21. NOTICE**: All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email

to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

- 22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.
- 23. INTERPRETATION: In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- **24. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- **25. NO WAVIER:** 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.
- **26.** <u>LIMITATION ON DELEGATION:</u> The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an

unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.

- **27.** <u>LEGAL COUNSEL:</u> The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
- 28. OBSERVE ALL LAWS: The Consultant shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
- **29.** <u>CONTROLLING LAW:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
- **30.** MEDIATION; TRIAL WITHOUT A JURY. If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
- **31. FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
- **32. SEVERABILITY**: If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
- **33.** <u>MODIFICATION</u>: Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Consultant.

| IN WI | TNESS WHEREOF, | the parties h | hereto have | executed t | this Agreement, | this | day of_ | |
|-------|----------------|---------------|-------------|------------|-----------------|------|---------|--|
| 2025. | | | | | | | | |

| Consultant: | Port of Hood River | | | |
|--------------|--------------------|--------------------------------|--|--|
| Signed: | Signed: | | | |
| Name: | Name: | Kevin M. Greenwood | | |
| Title: | Title: | Executive Director | | |
| Date: | Date: | | | |
| Address: | Address: | 1000 E. Port Marina Drive, | | |
| | | Hood River, OR 97031 | | |
| Phone/Email: | Phone/Email: | (541) 386-1645 | | |
| | | kgreenwood@portofhoodriver.com | | |

CONTRACT EXHIBIT A -SCOPE OF WORK

Project Background:

The purpose of this agreement is for the Consultant to provide temporary administrative and seasonal staffing support to the Port to address operational needs during peak periods.

Scope of Services provided by the Consultant:

- 1. Employee Assignment:
 - The Consultant will assign employees to the Port based on the Port's job descriptions and operational requirements. Assigned employees will remain employees of the Consultant but work under the direct supervision of the Port.
- 2. Payroll Administration
 - The Consultant will manage all payroll-related responsibilities for assigned employees, including:
 - o Federal, state, and local payroll tax payments.
 - Workers' compensation coverage and claims.
 - o Employee compensation and benefits.
- 3. Employee Placement and Compliance
 - The Consultant will ensure that assigned employees meet the Port's specified qualifications and comply with all applicable labor and employment laws.
 - The Consultant will verify that employees are properly authorized and qualified to operate machinery, motor vehicles, or equipment as required by the job description.

Performance Expectations:

- 1. Work Location
 - Work will be performed at the Port's designated premises or as otherwise listed in the job description.
- 2. Timely Notification
 - The Port will notify the Consultant promptly of any changes to work assignments, safety concerns, or other matters impacting the assigned employees.
- 3. Operational Flexibility
 - The Port acknowledges that the use of temporary staffing is designed to address variable workloads. The Port will work collaboratively with the Consultant to ensure effective workforce management.

Responsibilities of the Port:

- 1. Job Descriptions
 - The Port will develop and provide job descriptions for all positions to be staffed through the Consultant. Any changes to job descriptions or assignments must be approved by the Consultant.
- 2. Worksite Conditions and Supervision
 - The Port will monitor and supervise assigned employees at the Port's premises or other designated locations.
 - The Port will ensure compliance with all applicable workplace safety regulations and provide any necessary job-specific training.
- 3. Accident Reporting
 - The Port will immediately report any accidents or injuries involving the Consultant employees to the Consultant.
- 4. Insurance Requirements
 - The Port will maintain general liability insurance and any other required coverage to protect against claims related to the work performed by the Consultant's employees, except workers'

compensation coverage and claims which shall be the responsibility of the Consultant.

Compensation and Payment

- The Port agrees to pay fees outlined in the attached Fee Schedule, which includes a markup rate of approximately 40% on top of the employee's wage.
- The Port agrees to make timely payments to avoid late fees or penalties as described in the Agreement.
- The Port and the Consultant may agree to add additional positions to the attached Fee Schedule with the fee to be jointly agreed upon.

This **Scope of Work** serves to outline the roles, responsibilities, and expectations of both the Consultant and the Port to ensure a successful and collaborative partnership.

CONTRACT EXHIBIT B – Fee Schedule

| Job | Job Classification Code | Pay Rate | Bill Rate |
|---------------------------|-------------------------|---------------------|----------------------|
| Administrative Specialist | 8810 | \$17.00-24.00/hr | \$23.80 - \$33.60/hr |
| Seasonal Maintenance | 9015 | \$17.00 – 24.00/hr | \$23.80 - \$33.60/hr |
| Employee | | | |
| Seasonal Parking | 9015 | \$17.00 - \$24.00/h | \$23.80 - \$33.60/h |
| Enforcement | | | |

Prepared by: Debbie Smith-Wagar, Finance Director

Date: January 21, 2025

Re: Accounts Payable Requiring

Commission Approval



Beery, Elsner & Hammond, LLP

\$12,520.60

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE

\$12,520.60

This page intentionally left blank.

Beery, Elsner & Hammond, LLP 1804 NE 45th Ave

Portland, OR 97213-1416 (503) 226-7191 Tax ID #93-1234801

December 17, 2024

Our File: PORTHR

Port of Hood River 1000 E. Port Marina Dr Hood River, OR 97031 dsmith-wagar@portofhoodriver.com

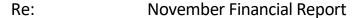
SUMMARY OF ACCOUNT

NEW CHARGES PER ATTACHED STATEMENT(S)

| <u>Matter</u> | Balance Forward | Payments & <u>Credits</u> | Total New <u>Charges</u> | Balance <u>Due</u> |
|-----------------------------------------------|--------------------|---------------------------|-----------------------------|-----------------------|
| AIRPORT-Airport | 0.00 | 0.00 | 199.50 | 199.50 |
| FINANCE-Finance | 0.00 | 0.00 | 94.00 | 94.00 |
| GENERAL-General | 3,584.20 | 2,506.60 | 1,243.50 | 2,321.10 |
| INTERGOV-Intergovernmental | 1,097.50 | 0.00 | 0.00 | 1,097.50 |
| PERSON-Personnel | 4,061.50 | 2,562.00 | 0.00 | 1,499.50 |
| PRECORDS-Public Records & Meetings | 0.00 | 0.00 | 197.50 | 197.50 |
| PSAFETY-Public Safety | 160.00 | 0.00 | 0.00 | 160.00 |
| PWORKS-Public Works | 5,043.50 | 1,239.00 | 291.50 | 4,096.00 |
| REALPROP-Real Property Transactions | 4,792.50 | 2,667.00 | 730.00 | 2,855.50 |
| TOTAL | 18,739.20 | 8,974.60 | 2,756.00 | 12,520.60 |
| LEGAL FEES (per the attached itemization): | | | | \$ 2,756.00 |
| DISBURSEMENTS (per the attached itemization): | | | | \$ 0.00 |
| Balance (current bill) | | | | \$ 2,756.00 |
| Previous Balance Due | | | | \$ 18,739.20 |
| Total Payments and Credits | | | _ | \$ 8,974.60 |
| TOTAL BALANCE DUE | | | | \$ 12,520.60 |

This page intentionally left blank.

Prepared by: Debbie Smith-Wagar Date: January 21, 2025





The attached report is a summary of activity by fund. So far we are within budget expectations. Approximately 41.67% of the fiscal year has gone by, and our expenditures are reflecting that.

Toll traffic on the bridge is down compared to the prior year. Although November 2024 shows an increase over November 2023, the bridge was closed for several days for repairs (wire ropes) in November 2023, making that comparison difficult. More concerning is that 2024 traffic numbers are down compared to 2022. Port staff has been working with CDM Smith, a contractor that is preparing the traffic and revenue study for the replacement bridge project. CDM Smith is analyzing why traffic is lower and trying to determine if this is a short-term anomaly or if it is a permanent change. As we learn more about this trend we will bring the information back to the commission.

In November the Port paid off one of the marina moorage loans. The Port had borrowed \$290,000 in fiscal year 2010 to make repairs to the marina. That loan is paid in full. The Port also borrowed \$770,000 in 2013 for additional repairs. There is \$190,000 outstanding for that loan. Part of the marina moorage fees is earmarked for this debt.

Notes have been added for items that vary significantly from budget expectations or where more clarification is needed.

RECOMMENDATION: For information only

This page intentionally left blank.

PORT OF HOOD RIVER FY25 COST CENTER ANALYSIS - BUDGET VS ACTUAL For the period ending November 30, 2024 (42%)

| | | General | | | | Administratio | n | | | Bridge Ops | | | l | Bridge Rep. | | | l t | HRWSBA | | | TOTAL | \neg |
|--------------------------------|----------------|---------------|-----|-------|--------------|---------------|-----|-------|----------------|----------------|-----|-------|--------------|----------------|-----|-------|--------------|--------------|-----|----------------|----------------|--------|
| | BUDGET | YTD | % | Notes | BUDGET | YTD | % | Notes | BUDGET | YTD | % | Notes | BUDGET | YTD | % | Notes | BUDGET | YTD | % | BUDGET | YTD | % |
| REVENUE | | | | | | | | | | | | | | | | | | | | | | |
| Operating | \$ 4,047,750 | \$ 1,397,830 | 35% | | \$ 3,217,500 | \$ 1,334,144 | 41% | | \$ 10,935,000 | \$ 4,195,568 | 38% | | | | | | | | | \$ 18,200,250 | \$ 6,927,542 | 38% |
| Non-operating | | | | | | | | | | | | | | | | | | | | | | |
| Grants, interest, other income | \$ 6,439,600 | \$ 281,363 | 4% | {1} | | | | | \$ 376,000 | \$ 80,002 | 21% | | \$ 3,002,000 | \$ 148,393 | | {9} | \$ - | \$ 11,144 | | \$ 9,817,600 | \$ 520,902 | 5% |
| Transfers In | \$ 2,300,000 | | 0% | | | | | | | | | | | | | | | \$ 1,603,991 | | \$ 6,700,000 | | 24% |
| TOTAL | \$ 12,787,350 | \$ 1,679,193 | 13% | | \$ 3,217,500 | \$ 1,334,144 | 41% | | \$ 11,311,000 | \$ 4,275,570 | 38% | | \$ 3,002,000 | \$ 148,393 | 5% | | \$ 4,400,000 | \$1,615,135 | 37% | \$ 34,717,850 | \$ 9,052,436 | 26% |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| EXPENSES | | | | | | | | | | | | | | | | | | | | | | |
| Operating | | | | | | | | | | | | | | | | | | | | | | |
| PS | \$ 324,780 | | 17% | | \$ 2,311,450 | | 38% | | | \$ 242,695 | 36% | | | | | | | | | | \$ 1,170,955 | 35% |
| M&S | \$ 1,882,700 | | 40% | | \$ 821,050 | \$ 386,507 | 47% | {6} | \$ 1,563,000 | | 37% | | | | | | | | | | \$ 1,724,507 | 40% |
| ISF | \$ 1,823,884 | \$ 806,355 | 44% | | | | | | \$ 1,318,455 | \$ 504,379 | 38% | | | | | | | | | \$ 3,142,339 | | 42% |
| DEBT | \$ 95,000 | \$ 86,063 | 91% | {4} | | | | | | | | | | | | | | | | \$ 95,000 | \$ 86,063 | 91% |
| Other | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | |
| Subtotal | \$ 4,126,364 | \$ 1,710,332 | 41% | | \$ 3,132,500 | \$ 1,258,719 | 40% | | \$ 3,549,055 | \$ 1,323,207 | 37% | | \$ - | \$ - | | | \$ - | \$ - | | \$ 10,807,919 | \$ 4,292,259 | 40% |
| Non-Operating | | | | | | | | | | | | | | | | | | | | | | |
| CAP OUT | \$ 3,791,800 | \$ 93,943 | 2% | {5} | \$ 85,000 | \$ 43,097 | 51% | {7} | | \$ 1,122,965 | 69% | {8} | \$ 3,002,000 | \$ 2,016,037 | 67% | | | | | \$ 8,498,800 | | 39% |
| TRANS | | | | | | | | | \$ 6,700,000 | \$ 1,603,991 | | | | | | | | | | \$ 6,700,000 | | 24% |
| SPECIAL | | | | | | | | | | | | | | | | | \$ 4,400,000 | \$ 1,356,139 | | \$ 4,400,000 | | 31% |
| CONT | \$ 6,850,000 | | | | | | | | \$ 1,000,000 | | | | | | | | | | | \$ 7,850,000 | \$ - | 0% |
| OTHER | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | |
| Subtotal | \$ 10,641,800 | \$ 93,943 | 1% | | \$ 85,000 | | 51% | | \$ 9,320,000 | | 29% | | | | 67% | | | \$ 1,356,139 | 31% | \$ 27,448,800 | | 23% |
| TOTAL | \$ 14,768,164 | \$ 1,804,275 | 12% | | \$ 3,217,500 | \$ 1,301,816 | 40% | | \$ 12,869,055 | \$ 4,050,163 | 31% | | \$ 3,002,000 | \$ 2,016,037 | 67% | | \$ 4,400,000 | \$1,356,139 | 31% | \$ 38,256,719 | \$ 10,528,431 | 28% |
| | | | | | | | | | | | | | | | | | | | | | | |
| NET INCOME | | | | | | | | | | | | | | | | | | | | | | |
| Operating | | \$ (312,502) | | | \$ 85,000 | \$ 75,424 | | | | \$ 2,872,362 | | | \$ - | \$ - | | | \$ - | \$ - | | | \$ 2,635,284 | |
| Non-Operating | \$ (1,902,200) | | | | \$ (85,000) | | | | | \$ (2,646,954) | | | \$ - | \$ (1,867,644) | | | \$ - | \$ 258,996 | | | \$ (4,111,279) | |
| TOTAL | \$ (1,980,814) | \$ (125,082) | | | \$ - | \$ 32,328 | | | \$ (1,558,055) | \$ 225,407 | | | \$ - | \$ (1,867,644) | | | \$ - | \$ 258,996 | | \$ (3,538,869) | \$ (1,475,995) | |
| | | | | | | | | | | | | | | | | | | | | | | |
| BEG. FUND BALANCE | | \$11,702,790 | | | \$ - | \$ - | | | | \$ 5,384,312 | | | \$ - | \$ (8,051,339) | | | \$ - | \$ 303,566 | | | \$ 9,339,329 | |
| END. FUND BALANCE | \$ 9,019,186 | \$ 11,577,708 | | | \$ - | \$ 32,328 | | | \$ 3,941,945 | \$ 5,609,719 | | | \$ - | \$ (9,918,983) | | | \$ - | \$ 562,562 | | \$ 12,961,131 | \$ 7,863,334 | |

- Notes:

 (1) Assumed sale of Big 7, estimated at \$4.3M

 (2) Assumed property manager would be employee (PS), instead contracted out (M&S)

 (3) Principal payments made in November

 (4) Reanalying split

 (5) Capital outlay in the General Fund included some place holders for larger items such as the roundabout, storage units at Lower Mill, moving the administration building, and Parking Lots on the waterfront.

 Work has been continuing on all of these projects, and as they ramp up spending will speed up to match the budget. Any work not completed this fiscal year will be carried over to next fiscal year.

 (6) Postage is higher than anticipated we are analyzing costs to the bridge

 (7) One vehicle purchased

 (8) Includes repairs for bridge strike that will likely be covered by insurance

 (9) \$4.5M BUILD20 received in December; still waiting on Washington State money

Prepared by: Kevin Greenwood, Exec. Director

Date: January 21, 2025

Re: Rudy Kellner, pFriem Year In Review



pFriem Family Brewers, the premier craft brewery in the mid-Columbia Gorge, has been a key tenant in the Port's Halyard building since their founding in 2012. Their success has been a significant economic driver, benefiting both the Port and the broader Hood River County community.

Rudy Kellner, Co-founder and CEO of pFriem, last visited the Port Commission in 2022 and is scheduled to provide an update on the brewery's achievements in the past year. This continued partnership has been instrumental in supporting the region's economy.

As part of the lease agreement, the Port is responsible for capital improvements to the Halyard building's physical infrastructure, including the roof, HVAC, walls, and windows. pFriem, in turn, is responsible for business-specific improvements. Recent investments by the Port include the replacement of the driveway and half of the roll-up doors, with man door replacements planned for this year.

The relationship with pFriem has been mutually beneficial, and it provides an excellent opportunity to recognize their contributions to the community and celebrate the ongoing success of this key partnership.

RECOMMENDATION: Informational only

This page intentionally left blank.

pFriem Family Brewers Update Halyard Building Improvements

January 21, 2025









PFRIEM

| PAGE 2

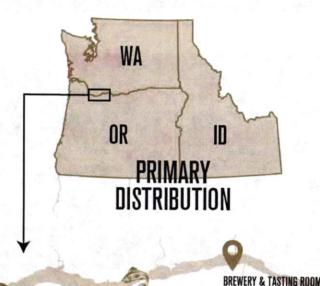
PFRIEM (PRONOUNCED "FREEM") ARTISANAL BEERS ARE SYMPHONIES OF FLAVOR AND BALANCE, INFLUENCED BY THE **GREAT BREWERS OF EUROPE, BUT** UNMISTAKABLY TRUE TO OUR HOMEGROWN ROOTS IN THE PACIFIC NORTHWEST.



PRODUCED IN 2024



PRODUCED IN 2025



COLUMBIA RIVER HOOD RIVER, OR

BLENDING & BARREL FACILITY CASCADE LOCKS, OR



TASTING ROOM MILWAUKIE, OR PFRIEM TASTING ROOM MILWAUKIE, DRE.



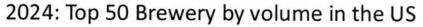
Josh Pfriem Co-Founder & Brewmaster



Rudy Kellner Co-Founder & CEO

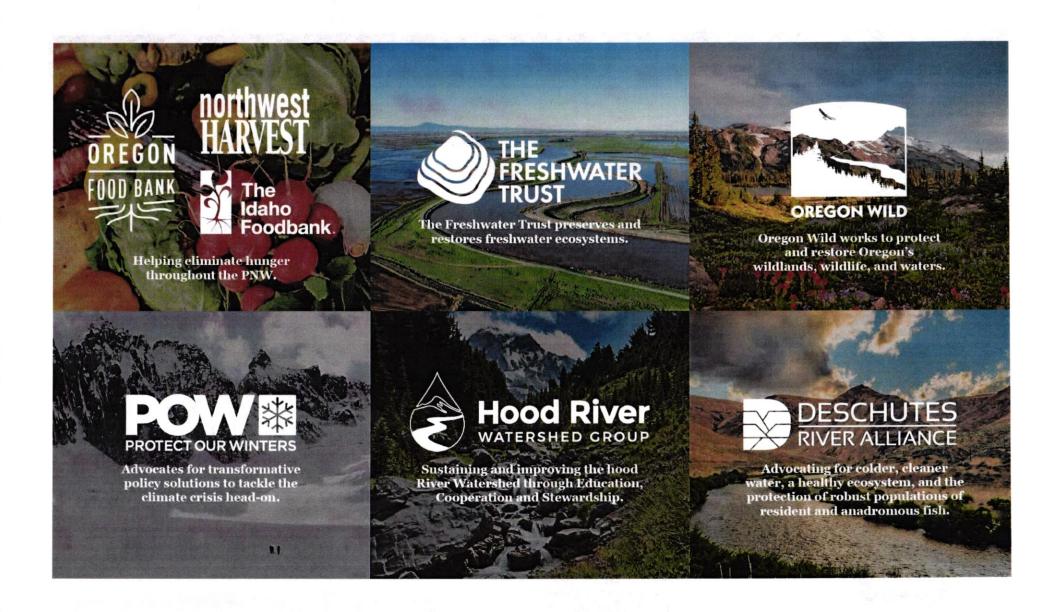


Sonya White CFO & Co-Owner



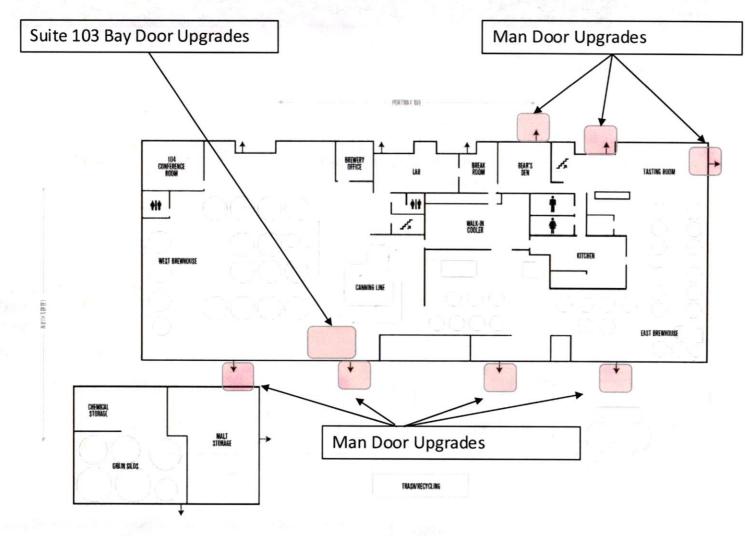
2024: 4th largest independent brewery in OR





PFRIEM

Current Improvement Projects



103 Bay Doors:

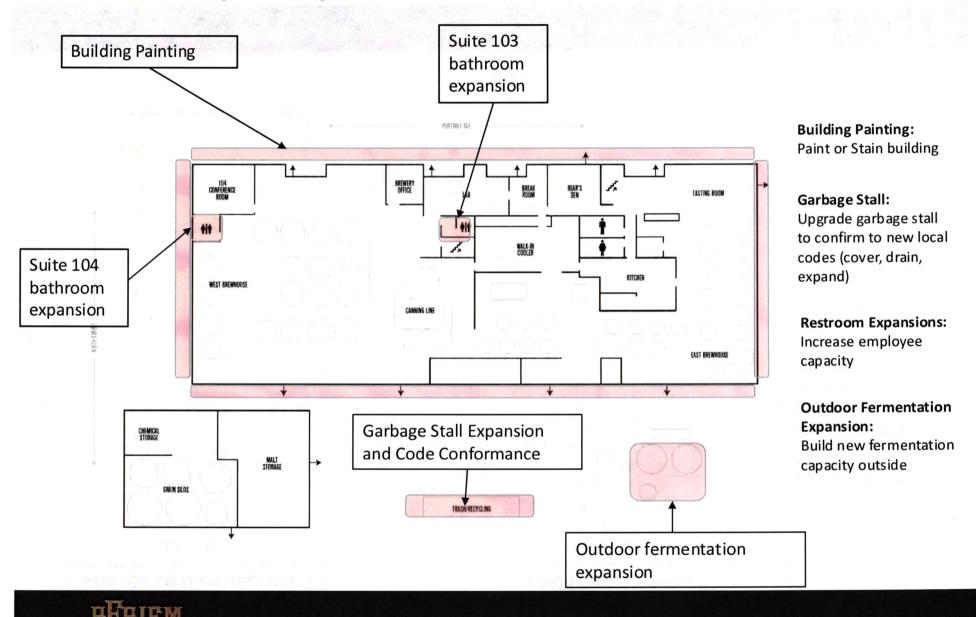
Replace old residential bay doors with industrial grade high traffic doors

Man Doors:

Replacement of man door magnetic hardware, FOBs, etc.



Future Halyard Improvements



Summary

- pFriem Employs 115 folks in Columbia River Gorge
- pFriem continues to grow
- Halyard is #2 revenue generating asset at Port of Hood River (+\$900k/yr)
- Halyard building is nearing 15 years old, needs continued upkeep & investment by pFriem and PoHR
- Thank you for your support



This page intentionally left blank.

Prepared by: Kevin Greenwood, Exec. Director

Date: January 21, 2025

Re: Kelley Wilson, SUM Design

Port Ops Relocation Survey



In October, the Port Commission hired SUM Design Studio, LLC under a Master Services Agreement to conduct a Port Office/Maintenance Facility Relocation Study in response to the bridge replacement project, which requires the land currently occupied by Port staff.

Tonight, Kelley Wilson will review the Port's current and future programming needs, as well as the criteria weighting and scoring for potential relocation options. Wilson is seeking feedback from the Commission on these elements, including consideration of the transition to All Electric Tolling at the toll plaza.

If there is consensus to move forward, Wilson will collaborate with staff and Tom Bacci, the Port's real estate agent, to identify potential locations for remodel, acquisition, or leasing. These options will be evaluated against the scoring criteria and presented to the Commission at a future meeting in February or March.

It is important to note that if the bridge replacement is delayed, the inventory of properties and the associated costs may change. However, the established criteria and scoring system can be adapted with minimal adjustments as needed.

Included in your packet is the programming report and slides from Wilson's presentation.

RECOMMENDATION: Staff seeks Commission consensus on the proposed programming needs and criteria weighting for the relocation study.

This page intentionally left blank.



January 07, 2024 V02



Programming and Needs Assessment

for the

Relocation of the Port of Hood River Administration and Maintenance Facilities relating to the Construction of the New Hood River Bridge

Prepared by SUM Design Studio + architecture



INTRODUCTION

The Port of Hood River (POHR) is a public agency that provides services in the Columbia River region through five major facilities (Bridge, Marina, Airport, Recreation, Property Development). Port-owned and operated facilities provide the following services to the region:

- Transportation: (The Hood River Interstate Bridge, Port-owned roads, parking facilities, and transit centers)
- Air Service: (The Ken Jernstedt Airfield)
- Recreation & Tourism: Hood River Waterfront Recreation sites, the Waterfront Trail, the Hood River Marina, Port Marina Park.
- Industrial and Economic Development: The Waterfront Business Park, the Lower Mill Industrial Redevelopment site, and all other Port-owned commercial and industrial buildings and developable lands.

With the commencement of the new Hood River Bridge construction, the Port of Hood River will be displaced from its current Administration and Maintenance facility at 1000 E. Port Marina Drive. This site, where the Port's operations are currently based, will be needed for the construction of the south abutment of the new bridge. As a result, a new location for these facilities will be required to accommodate the Port's ongoing operations during and after the bridge construction.

Furthermore, once the existing Hood River Bridge is demolished, the administration, operational, and maintenance responsibilities for the bridge currently provided by the Port of Hood River will no longer be necessary. These functions will be transferred to the new bridge authority, which will assume responsibility for the newly completed bridge. This shift in responsibilities will change the Port's role, reducing the need for maintenance and operational spaces dedicated to the current bridge, while increasing the focus on other Port operations. Consequently, the Port will need to reassess its space requirements and infrastructure to align with its updated responsibilities.

PURPOSE OF THIS PROGRAMMING STUDY

The purpose of this programming study is to assess how the Port of Hood River (POHR) currently utilizes its facilities, as well as to determine the space and operational needs during the construction of the new bridge and following the completion of the bridge project.

The study is structured around two distinct time frames: the short-term or interim period, which spans the duration of the new bridge's construction while the current bridge remains operational, and the long-term period, which begins after the new bridge is complete and the current bridge has been demolished. These two time frames reflect the evolving operational responsibilities of the Port. During the short-term phase, even though the Port will be relocating to a new facility, it will still be



responsible for maintaining the current bridge and continuing toll collection activities. Once the new bridge is operational and the current bridge is decommissioned, the Port's responsibilities will shift, and its operational needs will be different, particularly with the toll collection and maintenance of the current bridge no longer required.

This study will help identify the necessary adjustments in space, infrastructure, and staffing levels for both the interim and long-term phases, ensuring that the Port's operations remain efficient and capable of adapting to these changing circumstances.

PORT OPERATIONAL FUNCTIONS

The Port of Hood River (POHR) operates through two main functions:

- Administration
- Maintenance

These functions are currently supported by facilities at 1000 E. Port Marina Drive, which serves as the central hub for the Port's operations. The site includes both administrative and maintenance activities.

The administrative services are housed in a dedicated building that provides public access areas, office spaces, storage, and support facilities for daily operations. This building accommodates staff involved in financial oversight, strategic planning, policy development, and the coordination of Port activities.

Maintenance services are housed in separate buildings on the same site, which is focused on maintaining the Port's infrastructure, including waterfront areas, parking lots, and other facilities. The maintenance building includes workspace for the crew, as well as storage for tools, equipment, and materials. A portion of the administration building is also used for maintenance tasks, including a shop area. Additionally, the primary maintenance storage yard, which is critical for storing equipment and materials, is located on-site.

These facilities collectively support the Port's dual role in managing administrative functions and maintaining its physical assets. However, with the construction of the new Hood River Bridge and the upcoming relocation of key Port operations, it will be necessary to reassess the Port's space and operational needs, particularly as responsibilities shift after the bridge's completion.

Administration

The Port of Hood River's administration is organized into three main departments, each focused on specific operational areas essential to the Port's overall functioning:

1. Executive

The Executive department includes the Port Commission, consisting of five commissioners, and the Executive



Director. This leadership team is responsible for guiding the Port's overall direction, ensuring effective operational management, overseeing financial performance, and setting strategic goals. In addition to these key responsibilities, the Executive department is involved in long-term capital project planning, policy development, and high-level decision-making. They also work on fostering relationships with stakeholders, guiding the Port's growth, and ensuring that its vision aligns with community and regional needs.

2. Finance

Led by the Finance Director and supported by a skilled team, the Finance department manages all aspects of the Port's financial operations. This includes financial planning, revenue and expenditure oversight, and ensuring the financial health of the Port. Additionally, the Finance team oversees the leases and operations of Port properties, ensuring they generate necessary revenue streams. The department is also tasked with managing bridge toll collection and supervising toll

3. collectors, maintaining a seamless process for both the collection of tolls and the financial reporting associated with these operations.

4. Waterfront Management

The Waterfront Management department handles the day-to-day operations and oversight of the Port's recreational properties along the Columbia River waterfront. This includes managing parking lots, recreational beaches, marina facilities, and associated amenities. The department is tasked with ensuring that these public spaces are properly maintained, accessible, and safe for the community and visitors. The team consists of the Waterfront Manager, a Project Coordinator, and seasonal staff who assist with operations during peak times. In addition to these duties, Waterfront Management is responsible for night security at the waterfront to ensure the safety and security of the properties.

Maintenance

The Maintenance department at the Port is responsible for the upkeep and operation of Port properties, including the Hood River Bridge, office buildings, light industrial spaces, recreational facilities, and parking areas. This team ensures that all infrastructure is maintained and ready for public use, focusing on routine repairs, preventive maintenance, and addressing operational needs.

The maintenance team consists of the Facilities Manager, Facilities Supervisor, seven crew members, and seasonal staff hired during the summer months to support the increased workload. Together, they work to maintain both the physical infrastructure of the Port and the operational integrity of its various assets.

In addition to Port properties, the Port of Hood River also owns the Ken Jernstedt Airfield. This airfield is managed by a third-party contractor, with no Port employees stationed on-site. However, the Port does store non-aircraft-related equipment at the airfield, and this arrangement is expected to continue. For the purposes of this study, it is assumed that the new maintenance yard will not need to accommodate equipment related to the airfield, as this storage will remain separate.



CURRENT FACILITIES

The site currently includes two main structures: the administration office building, the maintenance building, and two smaller storage sheds.

The administration portion of the office building occupies approximately 5,045 square feet, which includes offices and supporting spaces. The maintenance shop within this building is around 1,580 square feet. The mezzanine storage area, which is shared between Administration, Waterfront Management, and Maintenance, measures 450 square feet. In total, the administration building encompasses 7,075 square feet.

The separate maintenance building covers 2,400 square feet.

In total, the building area on the site amounts to 9,475 square feet.

The overall site area is approximately 66,800 square feet (1.54 acres), which includes the building footprints, parking areas, landscaped zones, and the maintenance yard.

STAFFING & EMPLOYEE COUNTS

Current and During Bridge Construction

The Port of Hood River employs a mix of full-time, part-time, and seasonal workers. At the time of this report, the Port had a total of 23 full-time employees, with 14 in Administration and 9 in Maintenance.

All part-time employees are dedicated to toll collection on the bridge, while seasonal workers are divided between maintenance and waterfront support.

At the time of this report the Port has decided to implement full electronic toll collection as soon as possible. This will result in the loss of all toll collection personnel before the port move. This will have a minimal impact on the future building needs as toll collectors are not included in staff counts because their current use of the administration building is limited to transitory activities, such as daily check-ins and occasional training meetings and is not exclusively allocated to toll collectors. The space used for these purposes, identified as the "Muster Room" in the programming chart serves multiple employee functions. There is otherwise no building space used exclusively by toll collectors.

The administration building receives a significant number of visitors, with the majority being bridge related. While a location near the bridge would be preferable as the public has historically expected the port office to be near the bridge the necessity of such proximity diminishes for a longer-term solution. The breakdown of visitor types is detailed in the chart below.



Public visitors to the administration building at current location

| Type of Walk-ins: | Percentage: |
|--------------------------|--------------|
| Bridge/Tolls | 85% |
| Parking (summer season) | 10% |
| Parking (off-season) | 1% |
| Marina | 3% |
| Parks/Activities | Less than 1% |
| Airport | Less than 1% |
| Other (please list type) | 2% |
| Accounts Receivable | |

After Bridge Construction

Current staffing for bridge operations includes approximately 2.0 FTE in Administration and 2.5 FTE in Maintenance. After the completion of the new bridge, these administrative and maintenance positions would be eliminated, resulting in a reduced staffing requirement.

The necessary adjustments to building space due to these staffing reductions are detailed in the **After Bridge Completion Programming** section. This programming reflects the anticipated space requirements for the Port's operations once the new bridge is complete.



PROGRAMMING

A new headquarters for the Port of Hood River must be designed to support both the current administrative and maintenance functions as well as their future needs following the completion of the new bridge. During the transition period, the Port will occupy the new facility while continuing to support bridge operations. Once the bridge is completed, staffing requirements for the Port will adjust, as outlined in the EMPLOYEE COUNTS / STAFFING section above.

The programming for the new facility should account for these two distinct operational scenarios: one for the period prior to the bridge's completion and another for the post-completion phase. This dual-phase planning approach will ensure the facility remains functional, efficient, and adaptable to the Port's evolving needs.

PRIOR TO BRIDGE COMPLETION

Building Programming

Programed spaces and uses are based on current building and services. Additional square footage is included if the amount of space was noted as inadequate by staff during programming interviews.

ADMINISTRATION

| ADMINISTRATION | | | | |
|-----------------------------------------------|---------|-----------|-----------|-------------------------------------|
| Department | Use | Occupants | Size (SF) | Notes |
| Executive | | | | |
| Executive Director | Office | 1 | 175 | Private office |
| Executive Assistant | Office | 1 | 125 | Private office |
| Commissioner's Mtg Room | Meeting | 0 | 675 | Doubles as building conference room |
| Executive Sub total | | | 975 | |
| | | | | |
| Finance | | | | |
| Finance Director | Office | 1 | 150 | Private office |
| Deputy Finance Director | Office | 1 | 125 | Private office |
| Office Manager | Office | 1 | 80 | Open office |
| Support/Customer Service | Office | 1 | 60 | Open office |
| Support/Customer Service | Office | 1 | 60 | Open office |
| Support /Customer Service | Office | 1 | 60 | Private office |
| Counting Room | - | 0 | 60 | Bridge tolls, secure w/ safe |
| Finance Sub total | | | 595 | |



| GI. | ossing factor | | | 020 | thickness, circulation, misc. spaces such as mechanica and electrical rooms, coat closets, etc. |
|-----------------------|----------------------------------|---------|---|---------------------|-------------------------------------------------------------------------------------------------|
| - | ogrammed Space cossing factor | | | 4,095 820 | 20% of programmed space which includes wall |
| | | | | | |
| | Support Sub to | tal | | 1,750 | |
| Res | strooms | - | 0 | 250 | Could be unisex |
| • Bre | ak/Lunchroom | - | 0 | 300 | Kitchenette, seating |
| | ver/IT Room | - | 0 | 60 | |
| • Ent | ry vestibule | Public | 0 | 80 | |
| | rference Room | | 0 | 240 | over existing) New small conference room |
| • Rec | Reception | | 0 | 275 | Customer service reps, counter, waiting (added 80SF |
| • Arc | | Storage | 0 | 500 | Secure records storage (added 100 SF over current SF |
| upport | | | | | |
| | Facilities Sub to | tal | | 125 | |
| | | | | | if separate buildings or sites. |
| | intenance Manager | Office | 1 | 125 | Private office, in addition to office in facilities building |
| ∕lainten | anco. | | | | |
| | Waterfront Sub to | tal | | 650 | |
| • Sto | rage | - | 0 | 200 | Storage for signs and equipment |
| | ster Area | Open | 0 | 200 | Crew area: parking enforcement, storage. |
| | ject Manager | Office | 1 | 100 | Private office |
| • Wa | terfront Manager | Office | 1 | 150 | Private office |



MAINTENANCE

| Department | Use | Occupants | Size (SF) | Notes |
|--------------------------------------------|--------|-----------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Management | | | | |
| Maintenance Director | Office | 1 | 100 | Private office |
| Maintenance Supervisor | Office | 1 | 80 | Private office |
| Management Sub total | | | 180 | |
| Work Areas | | | | |
| Wood Shop | - | 0 | 650 | |
| Metal Shop | - | 0 | 1,025 | Overhead door |
| Vehicle Repair/Storage | - | 0 | 1,600 | Overhead door |
| Storage | - | 0 | 600 | General and signage (also replaces small out |
| | | | | buildings currently on site) |
| Work Areas Sub total | | | 3,875 | |
| Support | | | | |
| Server/IT Room | - | 0 | 60 | |
| Break/Lunchroom | - | 0 | 240 | Kitchenette, seating |
| Restrooms | - | 0 | 120 | Two |
| Support Sub total | | | 420 | |
| Total Programmed Space | | | 4,475 | |
| Grossing factor | | | 670 | 15% of programmed space which includes wall thickness, circulation, misc. spaces such as mechanical and electrical rooms, coat closets, etc. |
| Maintenance Total Required Space | | | 5,145 | _ |



Site Programming

Current Site

The site is approximately 66,800 SF. The sizes of the individual components are:

Administration building footprint without the maintenance shop:
 Maintenance building with maintenance shop footprint:
 Maintenance yard:
 Parking for employees and public (34 parking spaces):
 Setbacks and landscaping:
 5,045 SF
 3,980 SF
 28,000 SF
 17,000 SF
 12,800 SF

The current site provides 34 parking spaces for employees and the public, which Port staff report is sufficient approximately 95% of the time. Based on this feedback, it is reasonable to assume that a similar number of parking spaces would adequately meet the needs of a new facility.

Additionally, the maintenance yard accommodates parking for maintenance staff, which appears to support around 8 to 10 vehicles. This arrangement would also need to be replicated or adjusted as part of the planning for the new site to ensure maintenance operations remain efficient.

AFTER BRIDGE COMPLETION

Building Needs for Administration

The expected reduction in space for a new building, based on the reduction of 2.0 FTE in administration attributed to bridge operations, is approximately 250 square feet. However, following discussions with Port staff and considering the Port's financial objective to replace bridge revenue with alternative sources, it is recommended that the administrative space programming remain at current levels.

Maintaining the existing administrative space allows for flexibility in accommodating new revenue-generating activities within the new building, supporting the Port's long-term financial and operational goals.

Building Needs for Maintenance

The space allocated for bridge maintenance activities could potentially be reduced due to the reduction of 2.5 full-time equivalent (FTE) positions dedicated to the bridge. However, an exact reduction in space is challenging to determine, as many functions and facilities, such as welding and woodworking shops, will still be required after the bridge is completed.



There is no need to reduce office space, as no offices are specifically dedicated to bridge activities. The offices for the Maintenance Manager and Maintenance Supervisor will continue to be necessary.

The maintenance yard area currently attributed to bridge activities is estimated to account for approximately 20% of the total yard space (confirmation needed). This would equate to a potential reduction of about 5,600 square feet. However, as the yard space will remain critical until the bridge project is finished, maintaining the current yard size is a reasonable approach. Additionally, as with administrative areas, the yard could support new revenue-generating activities, further justifying its current size.

New Site – Single Location for Administration and Maintenance

If all Port functions were consolidated onto a single site, the required area would be similar to the current site, approximately 1.5 acres, though this could vary based on topography, setbacks, and zoning regulations, which affect the usable space and layout efficiency.

A consolidated site could offer efficiencies by sharing resources such as parking, utilities, and circulation areas, reducing travel time between locations, and centralizing staff and equipment. However, careful planning would be necessary to optimize the space while meeting operational and regulatory needs. A thorough site evaluation would ensure the new location supports both current needs and future growth.

New Site – Separate Locations for Administration and Maintenance

If Port functions were divided between separate sites for administration and maintenance, the combined area required would likely exceed that of a single consolidated site due to inefficiencies such as increased setbacks, non-overlapping vehicle circulation, and the inability to share resources such as parking, utilities, and common spaces.

An administrative site would need about 0.75 to 1 acre, including the building, parking for 15 to 20 vehicles during the day, and 10 to 15 additional spaces for evening events. This would also allow room for landscaping and accessibility. A separate maintenance site would require approximately 1 to 1.25 acres, including space for maintenance shops, equipment storage, and parking for 8 to 10 employees. Additional room would be necessary for vehicle circulation, equipment loading zones, stormwater management, and waste storage.

In comparison, a single consolidated site offers greater efficiency by sharing resources like parking and circulation, resulting in a smaller footprint and lower costs, making it a more cost-effective solution. However, separate sites may also achieve important objectives. A strategically chosen administrative site could be more visible, ideally located with a public-facing orientation and closer to the waterfront. On the other hand, a more remote yet conveniently located maintenance site could be more affordable, with the potential for a larger, open space that meets operational needs.



CONCLUSION

A new site for port operations should closely mirror the size and functionality of the existing facility to ensure a seamless transition and continued operational efficiency. Given that the difference in the number of employees and the space required is minimal, the facility's design should allow for some degree of flexibility to accommodate any changes in workforce or operational demands.

Moreover, any excess space in the new facility presents an opportunity to integrate new revenue-generating activities. For example, areas could be allocated for value-added services such as warehousing or on-site logistics hubs. These additions could not only maximize the utility of the space but also contribute to the site's profitability.

By maintaining a comparable size and optimizing unused areas for new income-generating purposes, the new facility would ensure operational continuity while offering growth potential through diversified revenue streams.





Summary Presentation

Programming & Needs Assessment

for the

Relocation of Port of Hood River Administration and Maintenance Facilities

Jan. 21, 2025





Schedule Status

Port of Hood River - Relocation Study Project Schedule November 4, 2024

| ask Name | Start | Finish | Od | O4 Nov | Dec | Jan | ©1 Feb Mar | O2 Apr May | |
|-----------------------------------------------------------------------------------|----------|----------|-----------|---------------|---------|---------------|------------------|-------------------|------------|
| Task 1.1 Analysis & Programming - Short Term and Long Term needs | 11/04/24 | 12/09/24 | | | _ | _ | _ | nming - Short T | _ |
| Task A Interview staff and record findings | 11/12/24 | 11/12/24 | 0 | ♠ Task | A Int | erview staf | f and record f | indings | |
| Task B As-Built existing space (dimensions & elements) | 11/12/24 | 11/12/24 | Q. | ♦ Task | BIAs | Built exist | ng space (dir | nensions & eler | nents) |
| Task C not included | | | | | | | | | |
| Task D Review current Port Property Report | 11/04/24 | 11/05/24 | | 1 Task I | Rev | iew curren | Port Propert | y Report | |
| Task E Create bubble diagrams / adjacencies | 11/12/24 | 11/25/24 | | | ask E | Create bu | bble diagram | s / adjacencies | |
| Develop initial program document | 11/26/24 | 12/02/24 | | | Devel | op initial pr | ogram docum | ent | |
| Task F Review program w/ Port Director (virtual mtg) | 12/02/24 | 12/02/24 | 0 | - | Task I | Review | program w/ P | ort Director (vir | tual mtg |
| Task G Assemble and issue Final Program | 12/03/24 | 12/09/24 | | | Tasl | G Asser | mble and issu | e Final Progran | 1 |
| Task H Program review with Port Director & Commission (virtual mtg) | 12/09/24 | 12/09/24 | 4 | | Tasl | H Progr | am review wil | h Port Director | & Comr |
| Task 1.2 Develop Criteria to assess properties and finalize | 11/14/24 | 12/11/24 | | | Tas | k 1.2 Deve | elop Criteria to | assess proper | ties and |
| Task A Create weighted/tiered list of importance | 11/14/24 | 11/27/24 | | | Task A | Create w | eighted/tiered | list of importar | ice |
| Task B Draft Criteria Report | 11/28/24 | 12/11/24 | | | Tas | k B Draft | Criteria Repo | nt | |
| Task C Review with Port Director & Commission (virtual mtg) | 12/09/24 | 12/09/24 | \$ | | Tasl | C Revie | w with Port D | rector & Comm | ission (|
| Task1.3 initial Screening and Evaluation | 12/10/24 | 12/19/24 | | | IN T | ask1.3 initi | al Screening | and Evaluation | |
| Task A Meet with Port ED & CRA to evaluate HR Market Conditions, (travel to HR) | 12/10/24 | 12/16/24 | | | Ta | sk A Mee | t with Port El | & CRA to eva | luate HF |
| Create list with CRA of options market wide | 12/17/24 | 12/19/24 | | | i c | reate list v | ith CRA of or | otions market w | ide |
| Task1.4 Final Criteria List | 12/20/24 | 01/16/25 | | | 9 | Tasi | 1.4 Final Crit | eria List | |
| Task A Finalize Weighted Criteria List | 12/20/24 | 01/02/25 | | - | | Task A | Finalize Wei | ghted Criteria L | ist |
| Task B Develop Evaluation Matrix | 01/03/25 | 01/16/25 | | | | Tas | B Develop | Evaluation Mat | rix |
| Task C Review with Port Director (virtual) | 01/16/25 | 01/16/25 | 4 | | | Tasi | C Review v | with Port Directo | or (virtua |
| Task1.5 Property identification and Analysis | 01/17/25 | 02/27/25 | | | | | Task1 | 5 Property iden | tificatio |
| Task A Evaluate and Rank to create a short list of viable properties | 01/17/25 | 02/13/25 | | | | | Task A E | valuate and Ra | nk to cr |
| Task B Review with port Director (virtual) | 02/13/25 | 02/13/25 | | | | | Task B R | eview with port | Directo |
| Task C Create final list of ranked properties | 02/14/25 | 02/27/25 | | | | | Task (| C Create final | ist of ra |
| Task D Review Final List with Port Director (virtual) | 02/27/25 | 02/27/25 | 4 | | | | Task I | Review Fina | List wit |
| Task 1.6 final Report | 02/28/25 | 05/06/25 | | | | | | Ta | sk 1.6 fi |
| Task A Draft initial report | 02/28/25 | 04/02/25 | | | | | | Task A Dra | ft initial |
| Task B Rank each property against final criteria | 04/03/25 | 04/16/25 | | | | | -1 | Task B (| Rank e |
| Task C Review Draft Report with Port Director (virtual) | 04/16/25 | 04/16/25 | 4 | | | | | Task C | Review |
| Task D Incorporate revisions as necessary | 04/17/25 | 04/23/25 | | | | | | Task D | Incor |
| Task E Present Draft Report to Commission (travel to HR) | 04/28/25 | 04/28/25 | 4 | | | | | ● Task | E Pres |
| Task F Publish Final Report | 04/29/25 | 05/01/25 | | | | | | Task | FIPU |
| Task G Review Final Report with Port Director (virtual) | 05/05/25 | 05/05/25 | 1 | | | | | ♦ Tas | k G R |
| Task H Present Draft Report to Commission (travel to HR) | 05/06/25 | 05/06/25 | 1 | | | | | ♦ Tas | kHIP |





How is the Port Impacted by the New Bridge?

- Current facilities displaced by new south bridge abutment.
- Change in responsibility for administration, operation, and maintenance of new bridge.
- Priorities will shift to future services, facilities, maintenance and income generating opportunities.





Purpose of this Study

- Determine future building and property space needs as well as evaluate staffing impact for:
 - New location during bridge construction (+/- two years)
 - New location after bridge completion





Current Port Facilities



Maintenance: 3,980 sq. ft.

Administration: 5,045 sq. ft.

Site: 66,800 sq. ft. or 1.54 acres





Current Staffing

Full-time Employees: 23 FTE

- Administrative: 14 FTE
 Toll collectors and seasonal staff are not included as they do not require permanent building space.
 - Maintenance: 9 FTE
 Seasonal staff are not included as they do not require permanent building space.





Future Staffing

During Bridge Construction

 Unchanged as Port responsibilities remain the same.

After Bridge Construction

- Total reduction of 4.5 FTE
 - Administration: 2.0 FTE (toll accounting, in support of the bridge: administration, communication, public interface, finance oversite, etc.)
 - Maintenance: 2.5 FTE (no bridge maintenance responsibilities)



Building Space Needs

During Bridge Construction

 Unchanged as Port responsibilities remain the same.

After Bridge Construction per the Programming Document

Administrative: 4,920 sq. ft.

Maintenance: 5,145 sq. ft.





Site Area Needs

During Bridge Construction

 Unchanged as Port responsibilities remain the same.

After Bridge Construction

- Total Area: 66,800 sq. ft. or 1.55 acres
- Proposed no reduction from current size to accommodate future services growth.





Potential Siting Options

Future Single Site: Combined Administration and Maintenance

Area required: ~1.5 acres (similar to the current site)

- Shared space (parking, utilities, circulation areas).
- Centralized staff and support.
- Smaller overall footprint and lower costs.





Siting Options (cont.)

Future Separate Sites

Administrative Site:

- Area: 0.75 to 1 acre.
- Parking: 15 20 daytime, 10 15 evening spaces.
- Additional space for setbacks, landscaping and circulation.

Maintenance Site:

- Area: 1 to 1.25 acres.
- Shops, yard, parking for 8 10 employees.
- Additional space for setbacks, landscaping, circulation & loading zones.

Possibly easier to acquire sites as separate uses.





Conclusion

Recommendation: New facilities should closely mirror the current buildings and site in terms of size and area.

- Post-bridge services and activities are not significantly different from current.
- Staff reductions are minimal in terms of impact to the size of the buildings.
- Any short-term unused space will allow for future revenue generating opportunities.





Property Selection/Evaluation Process

for the

Relocation of Port of Hood River Administration and Maintenance Facilities





Consider potential types of Properties

- Leased building and site
- Leased buildings and sites separate administration and maintenance
- Purchase building and site
- Purchase buildings and sites purchase sites – separate administration and maintenance
- New construction
- New construction sites separate administration and maintenance





Develop Criteria

Tiered Metrics Initial

- Size of Property/Site
- Size of Building
- Allowed zoning and land use

Secondary

- Acquisition/development costs
- Acquisition/development duration
- Building characteristics
- Site characteristics
- Site location
- Net gain/loss to Port ops





Property Evaluation

Criteria Matrix

Initial Selection

Does it meet minimum critical requirements?

Secondary Criteria

- Apply secondary criteria
- Weighted based on importance





Property Criteria Matrix

| | | erty Criteria Matrix | | 1 | Φ | 1 | | | | |
|----------|-----------------------------------|-----------------------------------------------------------------|-----|-----------------|------------------|--------------------------------------------------|--------|-----------------|------------------|-------------|
| Port | of H | ood River Relocation | | 1 | Ø (| 5 / - | | | | |
| | | | | | <u></u> | | | | | |
| | | Properties | | | SITE : | | | | SITE | _ |
| | | Property Acquisition | | | | | | | | |
| | A = Lease | | | | √ | | | | _ | |
| | B = lease, separate parcels | | | | | | | | | |
| | | C = Building Purchase | | | | | | | | |
| | D = open ground, new construction | | | | | | | | | |
| | | | | | | | | | | |
| | | Operational Use Consideration | _ | | | | | | | |
| | Administration and Maintenance | | | | ✓ | | | | \checkmark | |
| | | Administration Only | | | | | | | | |
| | | Maintenance Only | | | | | | | | |
| | | | | | | | | | | |
| | Mee | ts single criteria = ✓ Does not meet single criteria = × | | | | | | | | |
| | | Building/Lease Space Size | г | | √ | | | _ | | |
| | | Size for Administration (minimum 5,000 SF) | - | | <u> </u> | | ✓ × | | | |
| | | Size for Maintenance (minimum 5,200 SF) | · · | | | | | | | |
| | | Building/Lease Space Use Appropriate for Administration Offices | - | | | | | | | |
| | | Appropriate for Maintenance Shops | | | | | | | | |
| | | Site Size | | | | | | | _ | |
| | I₹ | Administration and Maintenance | - | | | | | | _ | |
| | NITIAL | Administration and Haintenance | | | - | | | | <u>.</u> | |
| | _ | Maintenance only | | | - | | | | - | |
| | | Entitlements | | | | | | | | |
| | | Land Use/Zoning - Use Allowed Outright | | | √ | | | | √ | |
| | | | | | | | | | | |
| | | | - [| Meets | Initial | Criteria | | Meets | Initial | Criteri |
| CRITERIA | | 1= bad; 5 = good | | ASSIGNED POINTS | MULTIPLIER 1-2-3 | SCORE | | ASSIGNED POINTS | MULTIPLIER 1-2-3 | |
| | | Site Characteristics | - | | | | | | | |
| | | Parcel Proportions/Layout | _ | 5.0 | 1.0 | 5.0 | | 5.0 | 1.0 | 5.0 |
| | | Parcel Topography | | 2.0 | 3.0 | 6.0 | | 5.0 | 3.0 | 15.0 |
| | ≽ | Site Location | | 0.0 | 0.0 | 0.0 | | 4.0 | 0.0 | 0.0 |
| | SECO NDARY | Proximity to Waterfront | - | 5.0 | 3.0 2.0 | 6.0 10.0 | | 4.0 | 3.0 2.0 | 3.0 |
| | ᇹ | Public Exposure Safe Vehicle Access | | 4.0 | 3.0 | 12.0 | | 4.0 | 3.0 | 8.0 12.0 |
| | 띭 | Convenient Access | - | 4.0 | 2.0 | 8.0 | | 4.0 | 2.0 | 8.0 |
| | " | Interim Location | - † | 4.0 | 2.0 | 8.0 | | 1.0 | 2.0 | 2.0 |
| | | Long term Location | - † | 4.0 | 2.0 | 8.0 | | 5.0 | 2.0 | 10.0 |
| | | Acquisition/Development Duration | | | | | | | | |
| | | New Construction (18 to 24 months) | | 0.0 | 1.0 | 0.0 | | 1.0 | 1.0 | 1.0 |
| | | Purchase and Improvements (12 to 18 months) | 1 | 0.0 | 2.0 | 0.0 | | 0.0 | 2.0 | 0.0 |
| | | Lease & Improvements (6 to 12 months) | _ † | 1.0 | 3.0 | 3.0 | | 0.0 | 3.0 | 0.0 |
| | | Other | | | | | | | | |
| | | Net Gain/Loss to Port Ops | | 5.0 | 2.0 | 10.0 | | 1.0 | 2.0 | 2.0 |
| 85 | | | | | | | | | | |
| - | | TOTAL | | | | 76.0 | | | | 66 |
| | | | | | | | | | | |





Property Type and Initial Criteria

| of | Hood River Relocation | - 本語 | |
|---------|-----------------------------------------------------------|----------|--------|
| | | | |
| | | SITE 1 | SITE 2 |
| | Properties | NAME | NAME |
| | Property Acquisition | | |
| | A = Lease | V | 1 |
| | B = lease, separate parcels | | |
| | C = Building Purchase | | |
| | D = open ground, new construction | | |
| | Operational Use Consideration | | |
| | Administration and Maintenance | ✓ | 1 |
| | Administration Only | | |
| | Maintenance Only | | |
| | | | |
| Me | ets single criteria = ✓ Does not meet single criteria = × | | |
| | Building/Lease Space Size | | |
| | Size for Administration (minimum 5,000 SF) | 1 | V |
| | Size for Maintenance (minimum 5,200 SF) | ✓ | x |
| | Building/Lease Space Use | | |
| | Appropriate for Administration Offices | 1 | / |
| | Appropriate for Maintenance Shops | 1 | / |
| ١. | Site Size | | |
| INITIAL | Administration and Maintenance | ✓ | / |
| Z | Administration only | | |
| | Maintenance only | | |
| | Entitlements | | |
| | Land Use/Zoning - Use Allowed Outright | 1 | V |
| | | | |





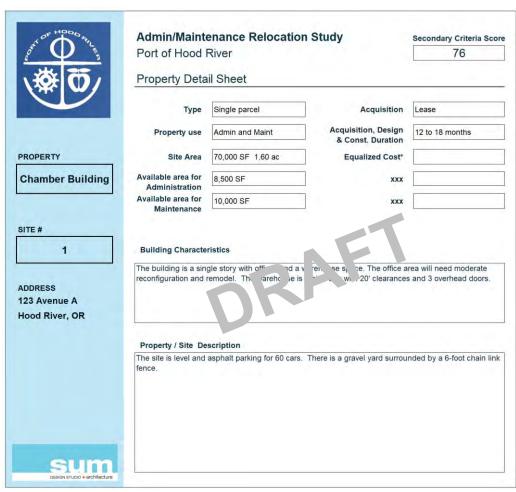
Secondary Weighted Criteria

| CRITERIA | | 1= bad; 5 = good | ASSIGNED POINTS | MULTIPLIER 1-2-3 | SCORE | ASSIGNED POINTS | MULTIPLIER 1-2-3 | SCORE |
|----------|-----------|---------------------------------------------|-----------------|------------------|-------|-----------------|------------------|-------|
| | | Site Characteristics | | | | | | |
| | | Parcel Proportions/Layout | 5.0 | 1.0 | 5.0 | 5.0 | 1.0 | 5.0 |
| | | Parcel Topography | 2.0 | 3.0 | 6.0 | 5.0 | 3.0 | 15.0 |
| | | Site Location | | | | | | |
| | SECONDARY | Proximity to Waterfront | 2.0 | 3.0 | 6.0 | 1.0 | 3.0 | 3.0 |
| | ND/ | Public Exposure | 5.0 | 2.0 | 10.0 | 4.0 | 2.0 | 8.0 |
| | 8 | Safe Vehicle Access | 4.0 | 3.0 | 12.0 | 4.0 | 3.0 | 12.0 |
| | SE | Convenient Access | 4.0 | 2.0 | 8.0 | 4.0 | 2.0 | 8.0 |
| | | Interim Location | 4.0 | 2.0 | 8.0 | 1.0 | 2.0 | 2.0 |
| | | Long term Location | 4.0 | 2.0 | 8.0 | 5.0 | 2.0 | 10.0 |
| | | Acquisition/Development Duration | | | | | | |
| | | New Construction (18 to 24 months) | 0.0 | 1.0 | 0.0 | 1.0 | 1.0 | 1.0 |
| | | Purchase and Improvements (12 to 18 months) | 0.0 | 2.0 | 0.0 | 0.0 | 2.0 | 0.0 |
| | | Lease & Improvements (6 to 12 months) | 1.0 | 3.0 | 3.0 | 0.0 | 3.0 | 0.0 |
| | | Other | | | | | | |
| | | Net Gain/Loss to Port Ops | 5.0 | 2.0 | 10.0 | 1.0 | 2.0 | 2.0 |
| | | | | | | | | |
| | | TOTAL | | | 76.0 | | | 66.0 |





Property Detail Sheet







Next steps

- Finalize annualized cost analysis model
- Begin Identifying potential properties
- Test run example properties
- Refine criteria and matrix
- Review progress status with Board at Feb 18th Board Meeting





Questions / Comments / Discussion

Eric Hoffman, Partner eric@sumdesignstudio.com 503.715.5847

Kelley Wilson, Architect kelley@sumdesignstudio.com 503.282.1400



ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

- Waterfront Parking Lot Development
 - HRK has completed the lot design for 131 new parking spaces and submitted to the City. The fee
 for the city engineering review is about \$20k, which has been paid.
 - HRK has completed 1200C stormwater report to DEQ
 - o Bid documents are complete. See Attachment A for the schedule.
 - DKS is completing required traffic study for ODOT/City. Will likely require an additional development fee, included in the miscellaneous fees.
 - The project is about 3 weeks ahead of last month's schedule.
 - Pursuant to the Port's Procurement Rules, the Commission is required to approve bid documents.
 HRK will present the document and be available for questions at the February regular meeting.
 - The engineer's cost estimate plus soft costs is approximately \$1.25M

WATERFRONT PARKING LOT PROJECT

| | Portway | Aı | nchor Way | Total |
|--------------------|---------------|----|-----------|-----------------|
| Construction | 628,000 | | 304,000 | \$ 932,000 |
| City Fees | 12,600 | | 6,100 | \$ 18,700 |
| Proj Mgt | 16,800 | | 8,200 | \$ 25,000 |
| Contingency (20%) | 131,500 | | 63,700 | \$ 195,200 |
| Design/Engineering | 41,777 | | 20,223 | \$ 62,000 |
| Fees/Misc | 5,334 | \$ | 2,350 | \$ 7,684 |
| Total | \$ 836,011 | \$ | 404,573 | \$ 1,240,584 |

- Operationally, the Parking Department is budgeted to have positive net income of \$200k.
- The payback period is less than 7 years assuming past trends.
- Regardless of the positive revenue generation, the waterfront has high demand for additional parking.
- There is \$750k budgeted in this fiscal year; the balance can be budgeted in the FY26 budget.
- <u>Marina Commercial Development.</u> Following up from Fall Planning on the future of the Marina East (old Chamber) and West (DMV), Tom Bacci, contract real estate agent, has some interest from developers constructing hotel on the site.
- <u>MCEDD Energy Council Update</u>. Lindsay McClure is interested in giving an update to the Commission in February on the Energy Council's activities. The Port does not currently participate financially but McClure would like to see the Port represented. See Attachment B for the letter.
- <u>Hood River City Council Liaison Positions</u>. See Attachment C for the email memo from Abigail Elder. The City is interested in assigning council liaisons with the various local agencies here in the County. Mayor Paul Blackburn offered to liase with the Port. Who would like to meet periodically with the Mayor and report back on pertinent topics?
- Waterfront Infrastructure Progress Report attached (see Attachment D)
- <u>Property Management</u>. Report attached (see Attachment E)
- <u>Airport Management</u>. Reports attached (see Attachment F)
- Parking Management. Report attached (see Attachment G)

Miscellaneous Items

- Senator Merkley will be having a Hood River County Town Hall Meeting on Saturday, January 25
 at 4:30pm. Let staff know if you are interested in attending an earlier Meet & Greet with the
 Senator at 4pm. Location to be determined.
- Monitored damaged semi-truck on bridge. Executive Assistant and Facilities Manager did an excellent job communicating and removing the problem on Jan. 8.
- o Took on programming responsibilities for the Hood River Rotary service club.
- Governor Kotek proclaimed December 6, 2024 as Hood River Bridge Centennial Day. (see Attachment H)

Meetings attended/scheduled.

- o Comm. Bieker, Jan. 6
- o Comm. Sheppard, Jan. 6
- o Staff Workflow Meeting, Jan. 7
- o HRK re: parking lots, Jan. 7
- o John Mann, Jan. 7
- Kelley Wilson, Admin Relocation Survey, Jan. 7
- HRWSBA/County Loan Request, Jan. 7
- o Michael Shannon, HRWSBA, Jan. 7
- o Ashleigh Dougill, BEH, Jan. 8
- o Brian Shortt, Jan. 8
- o Tom Bacci, Marina Building Discussion, Jan. 8
- o Social Media/License Plate Discussion w/ Gretchen Goss, Patty Rosas, Jan. 9
- o Carlos Garrido, Parking Lots, Jan. 9
- o Hood River Administrators social, Jan. 9
- o Comms. Chapman and Fox, Jan. 10
- Jake Anderson, Jan. 13
- o Staff Meeting, Jan. 14
- Lion's Club Presentation, Jan. 14
- WSP/Roundabout w/ Comm. Sheppard, Jan. 15
- o Columbia Gorge News w/ Comm. Sheppard, Jan. 15
- Met with toll taker, Jan. 15
- o Rotary Lunch, Jan. 16
- Andi Kemp/Contract Grant Writer, Jan. 17
- o Internal Bridge Committee, Jan. 17
- o KIHR Radio, Jan. 20
- o Rotary Meadows Fundraiser, Jan. 20
- First Day of Oregon Legislative Session, Jan. 21
- o Hood River Bridge NEPA, Jan. 21
- Regular Commission Meeting, Jan. 21
- ODOT/Roundabout w/ Comm. Sheppard, Jan. 22
- o Annual Performance Evaluations, Jan. 23
- o Rotary Lunch, Jan. 23
- o MCEDD Econ. Dev. Group, Jan. 23
- Mid-Columbia Housing Authority, Jan. 27
- o HRWSBA Regular, Jan. 27
- o Rotary Lunch, Jan. 30
- Sen. Bonham/Roundabout w/ Comm. Sheppard, Jan. 31
- o Bridge NEPA, Feb. 4
- Rudy Kellner at pFriem, Feb. 4
- o Klickitat County Transportation Committee, Feb. 5
- SDAO Annual Conference, Bend, Feb. 6-9.

ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT

• Completed an internal labor survey with Jana Scoggins, Deputy Finance Manager, to evaluate workflow and capacity. Recommendations to improve workflow have been submitted to management for consideration.

• Safety Committee:

- Revised and updated the Port's Safety and Health Policies and presented the draft to the Safety Committee for review. A final version is in progress and will be presented to the Board for approval upon completion.
- Mike Jacobs, our SDAO Risk Management representative attended our Safety Meeting on January 2, 2025, and provided constructive feedback.

• Social Media Posts for January:

- o 1/8/2025: Traffic Alert Bridge Incident
- 1/9/2025: Traffic Alert Repairs from Bridge Incident
- o 1/13/2025: Tolling Phishing Scam Alert

May 20th, 2025 Special District Election Important Dates

- o February 4th, 2025 District board member update form due. February 8th, 2025 Last day to publish notice of election.
- o March 20th, 2025 County, District measure filing deadline (SEL 803).
- March 20th, 2025 Last day for a district candidate to file declaration of candidacy, nominating petition, or withdrawal.
- o Special District Election must be certified no later than June 26th, 2025, by 5 pm.
- For a full list of important election dates, please visit the Hood River County Elections page: https://www.hoodrivercounty.gov/current-election

FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR

• Audit:

o The auditors have the draft financial statements for final review.

• Replacement Bridge:

- The Bridge Authority has geared up for the current Oregon and Washington legislative sessions. Although the INFRA grant was announced a year ago, the agreement to get the funds released is still being negotiated. A request was made to break the grant into two parts...\$75M to finish design and then \$125M for construction. The initial agreement will be for the first \$75M. Work on planning and design is being funded by Washington State appropriations. Oregon is expected to sell lottery revenue bonds in April or May, and the bridge project has been appropriated \$20M from that sale.
- O The traffic and revenue (T&R) study is moving forward to keep the funding plan on track. In providing data for the T&R study it has come to our attention that traffic on the bridge is down significantly. Fiscal year 2024 saw some events on the bridge that suppressed traffic it was closed for several days in November 2023 for the wire rope replacement; a snow event in January 2024 caused many local businesses to close for several days and I-84 was closed for two days; in April 2024 the bridge saw one-lane closures for welding for more than a week; and in June 2024 the truck hit the lift span beams that caused a 3-day closure and then it was reopened to passenger cars and trucks for several weeks after that. However, even months that didn't have incidents saw a decrease in traffic or were virtually flat. The firm conducting the T&R study, CDM Smith, is working with the Finance Department to analyze traffic on the bridge and try to determine what is causing this decrease and if it will continue. Traffic for fiscal year 2024 was down about 7%, and traffic for calendar year 2024 appears to have been down about 5%. We will follow up with more information on this trend at the February meeting.
- In November Port office staff began reviewing work loads to see if work could be redistributed to be more efficient. Bringing on a temp agency to provide short-term office help as needed, and creating a new Operations Administrator position (both of these items are on the Consent Agenda) came out of

that review. Staff has been tracking their time for a number of months now, and we are starting to get good data to use in determining where needs exist and who might have the capacity to fill those needs.

WATERFRONT/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- The Port entered into an agreement with a local company to allow drone demonstrations in Lot #1 last week. During the slow time they have found it to be a great location to showcase their product.
- The parking for the Mt. Hood Railroad Polar Express train, CAT, and Mt. Hood Meadows has been a great success thus far. The agreements with the 3 entities did not pose any conflicts with ample room for other users.
- A fish biologist from the Confederated Tribes of Warm Springs has requested permission for installation
 of some temperature probes in Nichols Basin and the Spit Parking Lot with their PIT tag equipment. Staff
 will draft a Use Agreement to allow this.
- The Port has reopened the Picnic Shelter for reservations for 2025. It has been closed since the onset of Covid. Customers may place their reservation and make payment online using the Port's new website.
- Annual Marina moorage renewals- 12 people who had 30' and under slips decided not to renew their slips for 2025. With the turnover the waitlist is now at 89. No larger slips have become available with the waitlist at 37.
- Sturgeon Fishing- The January 1st opening was the largest turnout to date, likely double the amount in years past. The boat ramp parking lot was overwhelmed, and parking was unorderly. Trucks with trailers and passenger vehicles parked on the Marina Green grass causing a fair amount of damage. Staff will prepare for the large crowds in the future.
- The Port finance department successfully migrated the Marina billing into the new Tyler software that the Port uses for all other billing. We have completely discontinued use of the old system.
- The Marina gate had a malfunction requiring replacement and upgrades of the hardware. The new system will be managed through ASET who the Port already uses for the cameras surrounding the Marina. It is the same access system the Port uses for Big 7 and Wasco. The Port will discontinue the agreement with Reese.
- KC Marine completed repairs to B-dock. They also installed new docks at the Best Western that look great. Staff are pleased with the work they did and plan to use them in the future.
- A new Marina tenant has requested permission to allow the installation of a Hydrohoist boatlift for his slip. Staff reviewed the proposal and have concerns about the long-term impact on the dock and walers due to wind loads, ice, and impact on the slip neighbor. We think there may be opportunity in the future for something like this when the Port designs new slips to go in place of the boathouses once they are removed. For now, we have declined the proposal.





- Wylde Wind & Water, a Port Waterfront Recreation Concession located on the lower Event Site Dock, provided us with their annual report (See Attachment I). Way to go Fiona- great things are happening on the waterfront!
- Article from the Hood River News (see Attachment J)

GROUNDS AND FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER

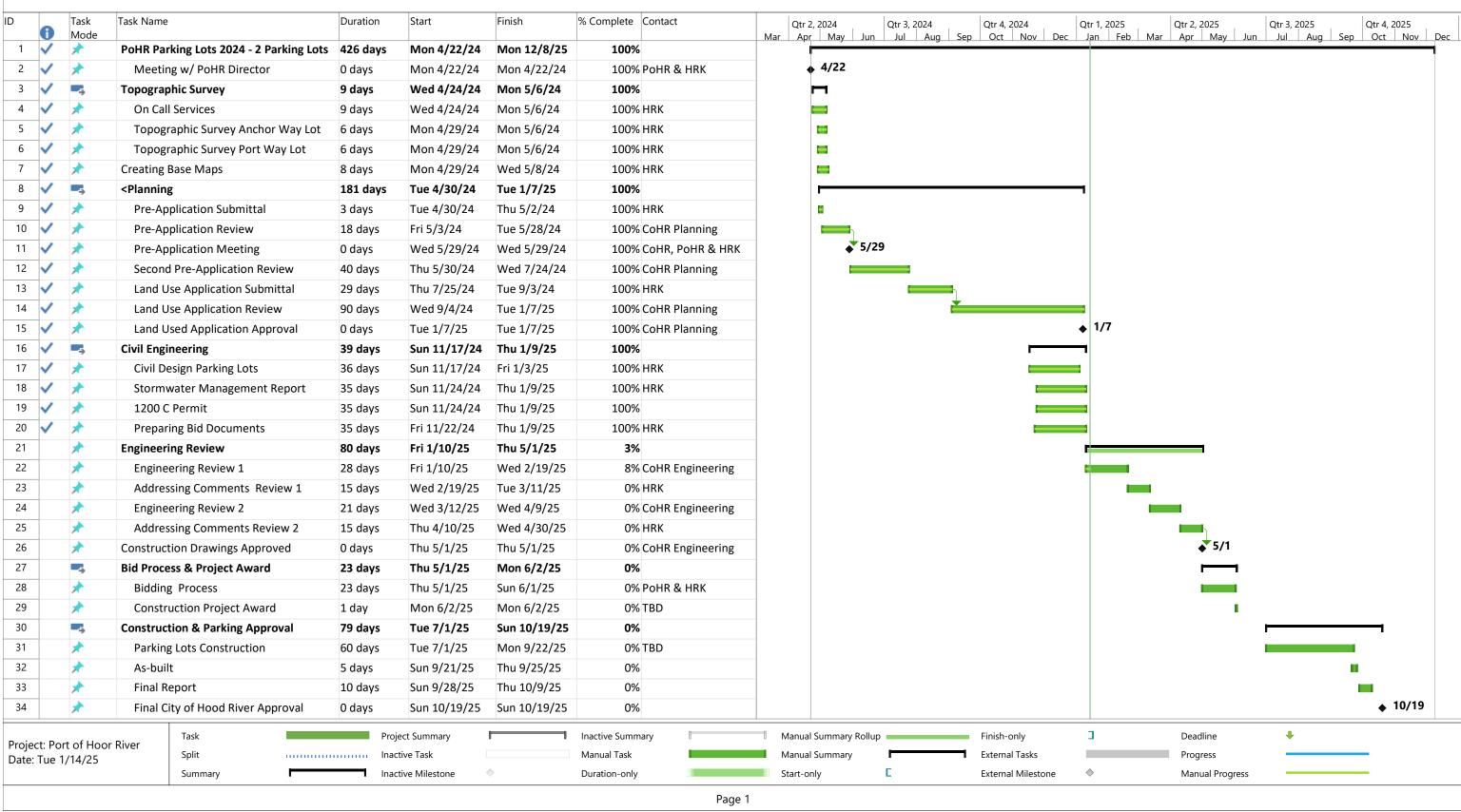
- Wasco interior painting for tenants.
- Big 7 interior painting.
- Boat house electrical trouble shooting.
- Upgrade to building and marina access (Key Fob).
- Repair hangar roofs.
- T hangar clean outs for new tenants.
- Tofurkey air duct relocation to usable area.
- Crew safety training on fire extinguishers, AED and CPR first aid.
- Wasco elevator phone and fire system repair.
- Jensen cell tower research for Verizon.
- Pfriem entry and high speed roll up door research.

-###-

This page intentionally left blank.

Attachment A

PORT OF HOOD RIVER PROPOSED PARKING LOTS 2024



Memorandum

To: Kevin Greenwood, Port of Hood River Executive Director

From: Lindsay McClure, MCEDD Energy & Project Manager

Date: January 6, 2025

Re: Energy Council – Port of Hood River Collaboration

Overview

The Hood River County Energy Council (Energy Council) is pleased to share this overview of opportunities for collaboration and Port of Hood River (Port) representation on the Energy Council.

Background

In 2016, local governments in Hood River County came together to create the <u>Hood River County Energy Plan</u> (Energy Plan): A blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use while reducing fossil fuel emissions. The Port of Hood River joined Hood River County, the City of Hood River, and the Port of Cascade Locks in adopting the Energy Plan by resolution in 2018.

The <u>Energy Council's Organization Guidelines</u> state that: "The HRCEC will be comprised of at least one representative from all public entities that have adopted the Energy Plan, are actively involved, and are actively funding its efforts." The Organizational Guidelines stipulate that: "governing body representatives will be appointed by the designated body through the method of their choice."

Guiding Documents

See the documents below for additional context:

- Hood River County Energy Plan
- Energy Council 2022-2025 Work Plan
- Energy Council Organizational Guidelines

Energy Council Governing Body Representative Role

Governing body representatives play a crucial role in the Energy Council's operation. They ensure that the Energy Council's work aligns with municipal and constituent priorities.

The upcoming year will be important for the Energy Council, as the council will be writing a new work plan that will guide our efforts for the next 4+ years. Port involvement in this process will help the Energy Council align our work plan with priorities that are important to the Port and illuminate opportunities for collaboration on specific projects. The Energy Council can also

provide support on grant applications and funding requests for projects that are mutually aligned.

The Energy Council will meet four times in 2025. Meeting times are listed below.

2025 Energy Council Meeting Dates

- March 6, 2025, from 3:30-5:30
- June 5, 2025, from 3:30-5:30
- September 4, 2025, from 3:30-5:30
- December 4, 2025, from 3:30-5:30

In addition to the meetings listed above, Energy Council governing body representatives are invited to attend optional monthly subcommittee meetings.

Request

The Energy Council invites the Port to appoint a representative to serve on the Energy Council from January 2025 – December 2026.

We look forward to continuing to collaborate with the Port for the benefit of our community.

From: Abigail Elder

To: Amy Schlappi; Kenneth Lawson; Allison Williams; Rachael Fox; Bill Newton; Mark Hickok; Kevin Greenwood

Subject: Council/Board connections - please reply!

Date: Tuesday, January 14, 2025 6:36:02 PM

Dear administrators: Happy new year! In December, City Council held a retreat where they set new goals and priorities (we'll share a draft on Jan 27.) As part of that conversation, council members decided that they would like to foster an elected-to-elected relationship with the agencies that operate within the city. As such, they have assigned themselves to "liaise" with your boards.

Right now, they envision this as an informal coffee with your board chair or other representative every month or so, along with reviewing your meeting agendas. They'll report back to the rest of Council at their regular meetings. Council members are anxious that these are positive and productive conversations—candid but mostly focused on the future and looking for opportunities to partner rather than rehashing history.

To that end, I would appreciate your help in getting started:

- 1. Do you have any ideas, concerns on how to get started on the right foot?
- 2. Who do you recommend to be your board's rep?

| Agency | Council Member | Board Member | Board Contact Info |
|---------|----------------|--------------|---------------------------|
| CAT | Ben Mitchell | | |
| CGCC | Grant Polson | | |
| County* | Gladys Rivera | | |
| Library | Amanda Goeke | | |
| School | Doug Stepina | | |
| Parks | Anna Cavaleri | | |
| Port | Paul Blackburn | | |

^{*}Mayor Blackburn will also reach out to Chair Euwer for a 1:1 relationship outside of this structure.

Thank you!

-abigail

Abigail Elder (she/her)

City Manager
City of Hood River, Oregon
541-645-3471
a.elder@cityofhoodriver.gov

This page intentionally left blank.

Memorandum

Date: January 6, 2025

Subject: Waterfront Development – 2024 Annual Progress Report

From: Scott Keillor; Jodi Mescher

To: Kevin Greenwood, Executive Director

Port of Hood River Commissioners

WATERFRONT TRANSPORTATION IMPROVEMENTS OWNER'S REP ANNUAL PROGRESS REPORT - 2024

Deliverables Completed

Key tasks and deliverables completed in 2024 included:

- The design team submitted a cost estimate for the RAB design and construction, first street design and construction, and transit design and construction.
- The project team submitted a land use scenario and transportation analysis, included as part of a revised Intersection Control Evaluation (ICE) provided to ODOT for consideration of the proposed roundabout design at 2nd and Riverside.
- The project team developed an informational factsheet to share project updates with the community.
- A 2024 grant strategy was developed and will be updated in 2025.
- The project team met to develop a Gap Analysis for two Port-planned parking lots to support a complete bid process, and the Port provided an NTP under the PM task, with plans for a future general services task to handle emergent needs.

Upcoming Deliverables

- Update grants funding strategy to revise funding sources, after January 20, 2025
- Revise ICE and LUS in response to ODOT comments
- EDA and State Fiscal Recovery Fund Quarterly Grant Reports, January 15, 2025
- Meet with ODOT to discuss STIP amendment process, January 22, 2025
- No-cost contract extension beyond March 31, 2025, including a general services task

PROJECT BUDGET STATUS

| 2024 Progress Report: billed and % complete | | | | | | | |
|---------------------------------------------|--------------------|-----|-------------------|---------------|----------|--|--|
| | Current Balance | Bud | get spent to-date | % Complete | % Billed | | |
| KPFF | \$299,054 | \$ | 187,873.88 | 26% | 39%* | | |
| WSP** | \$352,359 | \$ | 77,803.15 | 20% | 18% | | |
| Total | | \$ | 265,677.03 | | | | |

^{*} The initial KPFF project involved reviewing and providing a memorandum on First Street and Anchor Way. The memorandum revealed that the actual transportation bottleneck was at 2nd and Riverside. KPFF then worked with the Port to provide additional information and traffic data to the Commission for their decision. This extra effort, authorized in writing, was billed under Task 3, explaining the higher percentage billed compared to the percentage completed. The percentage spent includes both the initial research and the additional effort. For 2nd and Riverside alone, the completion percentage is estimated around 10-15%.

^{**} Work Order 1 contract extension needed beyond 3/31/2025.

Property Management Report – December 2024

<u>Leases</u>

| Executed | Evaluation | Renewal | Terminated |
|------------------------------------------------------|----------------------------------------------------------|------------------------------------|------------|
| Wasco #200 – Crestline Construction: Lease Extension | Marina West – DMV Big 7 #303 – Industrial Street Studios | Timber #400 – Oregon Brineworks | |

Projects

| Completed | In Progress | | | | |
|---------------------------------------------------------------|---------------------------------------------------------|--|--|--|--|
| Big 7 Internet Outage | • 2025 Lease Policy | | | | |
| Halyard Capital Improvement Projects | Big 7 Landmarks Review | | | | |
| Planning | Big 7 Tenant Improvements | | | | |
| Wasco and Big 7 Access Systems Update | Jensen Capital Improvement Proposal | | | | |
| Wasco and Big 7 Fire Alarm Systems Review | Marina East P&L Analysis | | | | |
| Building Expenses Review | Signage Policy Review | | | | |
| Tenant Improvement Evaluation Criteria | Capital Improvement Planning | | | | |
| <u>Property Turnover Checklist</u> | | | | | |

Vacancies

| Building | Lease | Company | Rentable Area SqFt | LOI |
|----------|------------|------------------------------|--------------------|------------|
| Big 7 | <u>101</u> | North Shore | 3,603 | <u>LOI</u> |
| | | Watersports | | |
| Big 7 | 102 | | 561 | |
| Big 7 | 203 | | 3,230 | |
| Big 7 | 204 | | 2,799 | |
| Big 7 | 301 | | 1,907 | |
| Big 7 | <u>303</u> | Industrial Street Studios | 4,897 | LOI |
| Big 7 | 401B | | 1,029 | |
| Big 7 | 402A | | 628 | |
| Big 7 | 402B | | 785 | |
| MarinaE | 102 | | 229 | |
| MarinaE | 103 | | 0 | |
| MarinaE | 200 | | 1,060 | |
| MarinaE | 201 | | 1,626 | |
| MarinaW | С | DMV | 205 | |
| Wasco | 102 | | 2,416 | |
| Wasco | 103 | | 899 | |
| Wasco | 200 | | 5,936 | |
| Wasco | 202 | | 2,320 | _ |

This page intentionally left blank.

Airport Admin Report - December 2024

<u>Leases</u>

| Executed | Evaluation | Renewal | Terminated |
|-------------------------|------------------------|---------------|-------------|
| 35/36 T-Hangar | Streich Hangar | Yellow Hangar | THA03 Lease |
| <u>Lease Agreements</u> | Tad McGeer Residential | | THC03 Lease |
| THC03 Lease | Through the Fence | | THC07 Lease |
| THC07 Lease | (RTTF) Agreement | | |
| | THA03 New Tenant | | |

Projects

| Completed | In Progress |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-Hangar Waitlist Maintenance T-Hangar Betterment List T-Hangar Lease Documents Compliance Review Box Hangar Property Tax Analysis Hangar Roof Maintenance Hangar Lease Procedures Update | Hangar Pass-Through Cost Analysis HoodTech Account Review Spray Insulation Quote Review THA03 Lease Lease compliance – document requests |

This page intentionally left blank.

Parking Report – December 2024

Income Report

| | Transactions | Revenue |
|---------------|--------------|------------|
| Passes | 29 | \$5,450.00 |
| Daily Parking | 140 | \$1,106.36 |
| Citations | 16 | \$610.00 |
| Dismissals | (1) | (\$40.00) |
| Late Fees | 3 | \$75.00 |
| Total | 187 | \$7,201.36 |

Projects

| Completed | In Progress | |
|---------------------------|-----------------------------|--|
| Passport App Quote Review | Passport Parking App Review | |

This page intentionally left blank.

STATE OF OREGON

PROCLAMATION

OFFICE OF THE GOVERNOR

WHEREAS: The Hood River Bridge, spanning the Columbia River between Hood River, Oregon, and

White Salmon, Washington, has rich history as a vital transportation link for the communities

on both sides of the river; and

WHEREAS: The Hood River Bridge, originally opened to traffic on December 6, 1924, stands as a

testament to the craftsmanship of its builders and as a reminder of the ongoing maintenance

and investment needed to preserve infrastructure for future generations; and

WHEREAS: For a century, the Hood River Bridge has served as a symbol of connection and unity,

facilitating travel, commerce, and cultural exchange between the states of Oregon and

Washington; and

WHEREAS: The Hood River Bridge has played a critical role in economic development and growth of the

region, providing a gateway for agriculture, industry, and tourism.

NOW,

THEREFORE: I, Tina Kotek, Governor of the State of Oregon, hereby proclaim December 6, 2024 to be

HOOD RIVER BRIDGE CENTENNIAL DAY

in Oregon and encourage all Oregonians to join in this observance.



IN WITNESS WHEREOF, I hereunto set my hand and cause the Great Seal of the State of Oregon to be affixed. Done at the Capitol in the City of Salem in the State of Oregon on this day, December 5, 2024.

Tina Kotek, Governor

/ in-Katet

LaVonne Griffin-Valade, Secretary of State

Lavonne Orifin-Valade

This page intentionally left blank.

WYLDE WIND & WATER

ANNUAL REPORT







LETTER FROM THE EXECUTIVE DIRECTOR

FIONA WYLDE

E.D. & Founder



When I think about the 2024 summer, I pause and simply smile. I remember the sounds of little feet running down the dock and a kid jumping up and down with impatience to get on the water, their lifejacket on, their smile bright and ready to conquer the day! I think about a mature lady telling me they're "too old to try wingfoiling" then watching her fall in the water laughing because she just did something new for the first time. And finally, I think about watching a kids' eyes go wide with bewilderment when they take their feet off the sand and they feel themselves float in a lifejacket, knowing they are safe in the water, for the first time.

Being the executive director, I got to observe and interact with all 15 programs at Wylde Wind & Water. It didn't matter what point a person was at in their watersports journey, whether they were learning to balance on a SUP board for the very first time, or practicing backflips wingfoiling, there was something for everybody to learn.

The growth of Wylde Wind & Water in only our third season was astounding. Growing to a 29 person team, we worked together to provide water safety education and watersports opportunities to 2,527 people across performance programs, partnership programs and free community programs. I am extremely proud of how quickly Wylde Wind & Water has grown in our community and I am incredibly grateful for the opportunity we have to work with various school districts, the Hood River County Sheriff Department, the Port of Hood River, and the Oregon State Marine Board to provide quality programs.

Wylde Wind & Water is more than watersports. Watersports is simply the vehicle of connection for learning, development, friendship, and opportunity with diverse members of our community.

I look forward to working hard to grow Wylde Wind & Water and continuing to provide quality programs and necessary water safety education along with our team. We are just getting started!

Thank you, ~Fiona Wylde





VISION

Safety for all of our participants is always our number one priority. We want to contribute to the future growth and inclusivity of the water sports community by increasing equitable access, promoting and creating access for youth development, and diversifying the workforce of the water sports industry.

MISSION

At Wylde Wind & Water, we provide water sports education and opportunities to youth and adults with a focus on water safety and water quality awareness.

The goal of every program is to provide equitable access to outdoor physical activities that promote better health and emotional wellbeing while creating a sense of community through joint experiences on the water.



2024 IT WAS A BIG YEAR FOR

WYLDE WIND & WATER



2,527 Total People

1,150

Programs

Volunteer Hours

1,067

Participants on the water

through 59 classroom presentations

1,460

Paid parttime staff



Paid high school

Interns



95

Viento y Agua students received free, healthy and locally sourced lunch daily

100%

5,180

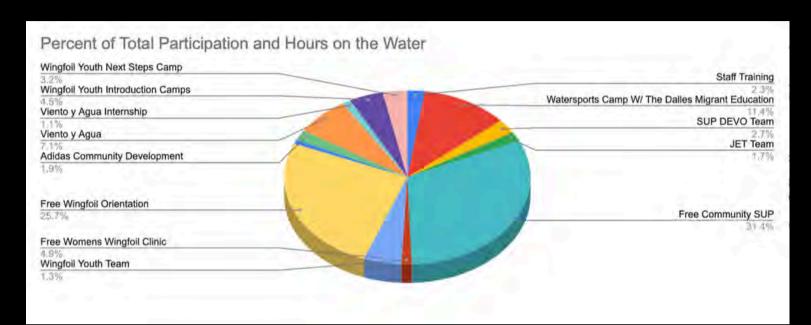
Participants hours on the water

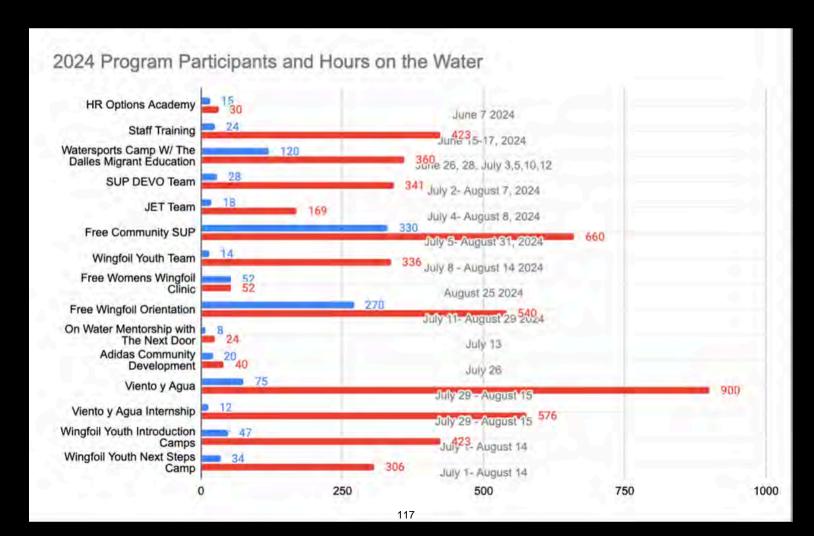




2024 *IT WAS A BIG YEAR FOR*

WYLDE WIND & WATER







PROGRAM STRUCTURE

Free Community Programs

- > Weekly Wingfoil Orientation
- > Saturday Community Paddle
- > Women's Wingfoil Clinic

Partnership Programs

- > Viento y Agua with Hood River County School District
- > Viento y Agua Internship
- > Watersports camp with The Dalles Migrant Education
- > Hood River Options Academy Paddle Days
- > The Next Door water sports mentorship
- > Water Safety classroom presentations with Hood River County Deputy Marine Sheriff
- > Adidas Community Development

Performance Programs

- > Stand Up Paddle DEVO Team (Development)
- > Stand Up Paddle JET Team (Junior Elite Team)
- > Wingfoil Youth Introduction Camp
- > Wingfoil Youth Next Steps Camp
- > Wingfoil Youth Team



TOTAL

15 PROGRAMS

OUR PROGRAMS

Wylde Wind & Water programs are divided intro three pillars; Free Community Programs, Partnership Programs, and Performance Programs.

Free Community Programs are exactly what they sound like- they are free to participate! There is no prior registration, no entrance fee, and all of the equipment and instruction is provided free of charge. The goal of the Free Community Programs is to reduce the barriers to enter costly and time consuming sports and offer an opportunity for individuals to engage with the community and have fun!

Our Partnership Programs focus on collaborative efforts between Hood River County School Districts, the Marine Sheriff, and other local non-profit organizations. The Viento y Agua program is truly the heart of our organization. It sets the tone for community engagement and follows our mission statement, "to provide equitable access to outdoor physical activities that promote better health and emotional wellbeing while creating a sense of community through joint experiences on the water."

Performance Programs focus on youth development in watersports including SUP Youth Teams, Wingfoil Camps and a Wingfoil Youth Team. Performance Programs are the only portion of our programs that have an entrance fee to participate. The entrance fees from the Performance Programs support coaching, equipment, and access to the Free Community Programs and Partnership programs.

<u>FREE COMMUNITY PROGRAMS</u>





Saturday Community Paddle

Every Saturday in July and August, we offer a free community paddle to people of all ages and ability levels. We provide all of the equipment including boards, paddles, life jackets, leashes, and wetsuits. Every participant gets an introduction to paddling, water safety, and then has fun in the protected waters of Nichols Boat Basin. Program is taught in both Spanish and English.

Dates: 07/06/2024 - 08/31/2024

Total Participants: 330 Water Hours: 660



Weekly Free Wingfoil Orientation

In partnership with CGW2 (Columbia Gorge Wind & Water Association), we offer a free introduction to the sport of Wingfoiling every Thursday evening during July and August. There is no prior registration and we provide all of the equipment. Program is taught in both Spanish and English.

Dates: 07/11/2024 - 08/29/2024

Total Participants: 270
Water Hours: 540





Free Women's Wingfoil Clinic

Wingfoil is a growing sport in popularity because of the thrill of sailing and the ease to learn. However, many of the wingfoil programs are designed for and taught by men, despite the popularity of women's involvement in the sport. While we only held one Wingfoil Women's clinic in 2024, it was extremely successful and will make free women's clinics a staple in the 2025 summer.

Dates: 08/25/2024
Total Participants: 52
Water Hours: 52

PARTNERSHIP PROGRAMS







Viento y Agua

The heart of Wylde Wind & Water is the Viento y Agua program with Hood River County School District Migrant Education. This is a three week program offered to Hispanic Students in the Migrant Education Program. Students between 8-14 years old participate in a four-day camp that focuses on water safety education, water sports introduction, health and wellness, and the ecology and history of the Columbia River. Students learn how to stand up paddle, kayak, and outrigger canoe. Afternoon educational enrichment programs include a visit to the Hood River Historical Museum, a hands-on science activity about aquatic biology of the Columbia River from the U.S. Forest Service, water safety art projects, cultural games and dance. All students and staff received a daily nutritious lunch catered by local restaurants. Program is taught 70% in Spanish and 30% in English.

Dates: 07/29/2024 - 08/15/2024

Total Participants: 75 Water Hours: 900





Our partnership with Hood River County School District Migrant Education continues with the paid internship of the Viento y Agua program. Highschool students participate in a paid three-week long internship where they work the Viento y Agua program. Interns, or Captains, as we called them during the camp, become mentors for the younger Hispanic students. Captains learn about the water sports industry, learn how to work on a team, learn about team communication and have full access to learn water sports alongside the campers. Every day, Captains received a presentation from Hood River Community members speaking about job opportunties, education, and the paths that took them to their successful careers. Captains were paid \$18.00/hr and work from 8am-3pm during their internship. All interns received First Aid/CPR Training and Certificate during our 3-day paid Staff Training.

Dates: 07/29/2024 - 08/15/2024

Total Participants: 12 Water Hours: 576





In-Classroom Water Safety Presentations

We've built a strong relationship with the Deputy Marine Sheriff, Joel Carmody. Together we work to promote water safety education in classrooms. In 2024, Joel Carmody and Fiona Wylde visited a total of 59 classrooms educating students from kindergarten through high school on the importance of wearing a lifejacket and water safety. The water safety presentations increased dramatically from 325 students in 2023 to 1,460 students in 2024, greatly increasing the importance of understanding water safety in our community.

Dates: Year-long

Total Participants: 1,460



Watersports Camp with The Dalles Migrant Education

Six days of watersports and watersafety education over three weeks with The Dalles Migrant Education. Participants were 3rd-6th graders and activities included SUP, swimming, visiting the HR History Museum and water sciences. Viento y Agua interns also worked this program, extending their summer job opportunities.

Dates: June 26,28 and July 3, 5, 10, 12 2024

Total Participants: 120 Water Hours: 360



On-Water Mentorship with The Next Door

A one-day program built for Mentors and Mentees of The Next Door to participate in outdoor physical activities including, swimming, Stand Up Paddling, teambuilding and more. Many of the mentees and mentors continued to participate in Wylde Wind & Water programs, like the Community Paddles, after attending this program.

Dates: 07/13/2024
Total Participants: 8
Water Hours:24



Hood River Options Academy Paddle Day

Afterschool extracurricular activity for Hood River Options Academy Students. Participants are first educated about recreating safely in the Columbia River and Stand Up Paddle technique and then have fun paddling in Nichols Boat Basin.

Dates: 06/07/2024
Total Participants: 15
Water Hours: 30







Adidas Community Development Day

Adidas, one of the largest companies head quartered in Portland Oregon, chose to have their employee outing at Wylde Wind & Water. The company was excited for their employees to participate in SUP and learn about the recreation opportunities Oregon provides. Many of the employees enjoyed the paddle day and continued to return not only to the Free Community SUP program, but also to the Weekly Wingfoil Orientations.

Dates: July 26, 2024 Total Participants: 20 Water Hours: 40

PERFORMANCE PROGRAMS



Wingfoil Youth Introduction Camp

Youth introduction to wingfoiling through weekly camp for kids aged 8-18 years old. Participatns learned about wind, water safety, how to control equipment, and learn the fundamentals of Wingfoiling. During the three-day camps, Students become self-sufficient in their ability to Wingfoil. Students are taught by skilled professional instructors with a 3:1 ratio of students to instructors.

Dates: 07/01/2024 - 08/14/2024

Total Participants: 47 Water Hours: 423



Next Steps Wingfoil Youth Camp

Following the skills learned in the Wingfoil Youth Introduction Camp, participants progress to the Next Steps Wingfoil Youth Camp where they improve their foil control and maneuvers working with skilled instructors. By learning in an enthusiastic and young environment with other kids, the students not only enjoy the thrill of wingfoiling, but often continue to explore all of the sports potentials with family and friends after attending this camp. Many students then continue their wingfoiling experience on the WW&W Wingfoil Youth Team.

Dates: 07/01/2024 - 08/14/2024

Total Participants: 34 Water Hours: 306





Wingfoil Youth Team

Summer-long Wingfoil Youth Team consisting of two days a week training with Coach Fiona Wylde. The goal is to help elevate young Wingfoilers ability and confidence in the water in a fun and young team environment. Sailors learned about Wingfoil racing, wingfoil freestyle, swell riding, and more! Designed for youth 12-18 years old and wingfoilers must be able to foil, sail in control, stay upwind, and make the majority of their transitions. Training occurred in the Columbia River.

Dates: 07/08/2024 - 08/14/2024

Total Participants: 14 Water Hours: 336



Stand Up Paddle DEVO Team (Development)

Summer-long Stand Up Paddle Team devoted to introduce youth from 8-18 years old to water safety and learn the fundamentals of stand up paddling. Training occured twice a week from 7am-8:30am. Students learned proper stroke technique, balance, reading the water, teamwork and water safety practices. Coached by 3x SUP World Champion and WW&W founder, Fiona Wylde.



Dates: 07/02/2024 - 08/07/2024

Total Participants: 28 Water Hours: 341



Stand Up Paddle JET Team (Junior Elite Team)

Summer- long Stand Up Paddle Team devoted to expand on the knowledge learned from the DEVO Team. The JET Team refines students paddling technique, improves comfort in all water conditions, and most of all continues to explore the stand up paddle experience with a youthful and fun team. Coached by 3x SUP World Champion and WW&W founder, Fiona Wylde.

Dates: 06/27/2023 - 08/10/2023 Unduplicated Participants: 10

Water Hours: 297



WYLDE WIND & WATER

STAFF

"Organizations are not machines. They are living communities of individuals. The essential task of leadership is to combine the aspirations and needs of the individuals with the purposes of the community to which they all belong." - Charles Brian Handy, 2006. Charles was an author and philosopher who specialized in organisational behavior and management.

By adopting this ethos, we have created a strong, dedicated, and diverse staff in a very short period of time.



Staff:

Angel Fermin, Favian Lopez, Molly Kissinger, Kyle Donahue, Bria McMahon, Audrey Romero, America Flores, Erandy Galindo, Sue Luther, Fiona Wylde, MacRae Wylde. Not pictured: Max Webster, Charlie Hooper, Laura Flores, Sophia Santos, Sawyer Lake, and Becket Eaton.

Jonathan Santoyo, Juan Flores, Jose Betancourt, Jose Rueda, Gavino Lica, Yeribel Interns: Bolaños Romero, Yurem Sandoval, Emmanuel Galindo, Noely Flores, Abelardo Gomes, Karely Bolaños Romero. Not pictured: Lupita Montoya



WYLDE WIND & WATER

DONATIONS & GRANTS

Personal Donations

Laura Gang, Charlotte Bell, Jeff and Melissa Rippy, Lars Rierson, Brent Dennis, Lili and Ron Metcalf Perez, Seddon Wylde, Mary Brenneman, Charlie Martel, David and Sandra Dotter, Shawn and Liz Davis, Cristina and Rob Gudor, Ginny Gates, BGMF Anderson Family Foundation, Simpers Family Estate, Tiffany Lambert, Alissa Kloner, Lynn Rassmussen, Ean Phing Vanlee, Mark Paine, Casey Rodhe, Rhian Rotz, Brett Andres, Mercedes Mira, Alex Kerr, James Griffin, Carmen Mlakar, Russel Bennett, Scott Lonsway

Business Donations

Sol Foods, Columbia Gorge Wind and Water Association, Beneath the Surface Foundation

In-Kind Donations

Ferment Brewing, Ixtapa Mexican Restaurant, Celilo Restaurant, Best Western Hood River Inn, Wet Planet Rafting, Gorge Paddling Center, Hood River Historical Museum, U.S. Forest Service, Columbia Riverkeepers, Port of Hood River, Jed Reitman

Grants

Columbia Gorge Health Council, Oregon State Marine Board, Ford Family Foundation, Salvador Fund, Trust Management Services, Visit Hood River, United Way

Program Support

Hood River County School District, The Dalles Education Service District, The Next Door, Hood River Options Academy, Adidas



GET INVOLVED

WYLDE WIND & WATER



Our goal is to provide enriching programs for all people at a variety ability levels. The best way to support our programs is to **participate**, **volunteer** and **donate**! Visit www.wyldewindandwater.org/donate to make a contribution.



WYLDE WIND & WATER

Thank you for an incredible year! See you in 2025!



501(c)(3) Nonprofit Organization EIN: 88-0564803

Physical Address: Event Site, Portway Ave, Hood River, Oregon 97031

Mailing Address: 560 Highline Rd Hood River, Oregon 97031

Website: www.wyldewindandwater.org **Email:** info@wyldewindandwater.org

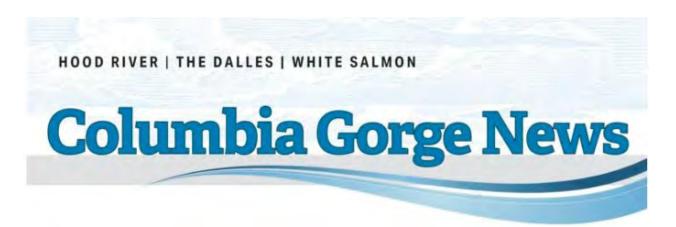
Phone Number: 541-399-0475 **Instagram:** @wyldewindandwater

Facebook: www.facebook.com/wyldewindandwater

Report written by Fiona Wylde



This page intentionally left blank.



Your voice: Jan. 8, 2025

Waterfront wander

On the day after Christmas, I took a windy walk by the waterfront, when what to my wondering eyes should appear — but some new information plaques on waterfront events past and present. Quite informative and it appears that the port, the city, the history museum Columbia Riverkeeper and maybe more were involved with this endeavor. Kudos to all for making the waterfront an even more interesting place to stroll! Join me in a New Year's resolution to get down there and enjoy this wonderful civic amenity more often in 2025.

Leanne Hogie

Hood River

This page intentionally left blank.

Prepared by: Debbie Smith-Wagar, Finance Director

Date: January 21, 2025

Re: SDIS Insurance Renewal



BACKGROUND:

The Port is insured by SDIS (Special Districts Insurance Trust) for its property/casualty exposure.

The Port's liability insurance is calculated based on budgeted expenditures for personnel and materials and services. When calculating the 2024 premium, SDIS made a keying error resulting in expenditures being reported as \$2.4M instead of \$8.4M. Despite the large error in the Port's favor, the 2024 premium increased over the 2023 premium by 6.4%, so the error was not discovered through casual review.

For 2025, the <u>initial</u> premium proposal increased by nearly 63%. This was mostly due to the error from the prior year. However that would still indicate an average annual increase of nearly 32% over two years, and that seemed excessive. We discussed this increase with our insurance agent, Scott Reynier, who helped us analyze the increase. The SDIS pool has been seeing significant losses, and even though the Port has a very good history (very few claims), being part of the pool means being responsible for keeping the pool healthy.

After further discussions with SDIS the attached renewal quote was provided to the Port.

BUDGET IMPACT:

The Port had budgeted \$145,000 for general liability insurance in fiscal year 2025, which assumed a 10% increase over the prior year. The Finance Department felt that would was a good estimate. Although prior-year increases were less than 10%, general industry indications were that premiums are increasing at a higher rate than in prior years. The Port has instructed the insurance agent to evaluate increasing our property liability deductible to \$10,000 per incident. The Port has sufficient reserves to self-fund losses of \$10,000, and given the Port's claims history we don't think increasing the deductible to this level will cause financial stress on the Port.

RECOMMENDATION:

Staff recommends approving the attached insurance renewal quote. If increasing the property deductible to \$10,000 reduces the premium then the Port will pay the lower amount.

SUGGESTED MOTION:

Motion to approve the 2025 SDIS Property/Casualty Insurance Renewal not to exceed \$171,707.

ATTACHMENTS:

2025 Insurance Renewal Packet

This page intentionally left blank.

MEMORANDUM

DATE: January 1, 2025

TO: SDIS Independent Insurance Agents & SDIS Property/Casualty Insurance Program Participants

FROM: Underwriting Department

RE: 2025 SDIS Property/Casualty Insurance Renewal

RENEWAL PACKET INFORMATION:

Included with this memo is the 2025 SDIS property/casualty coverage final renewal packet. This packet contains your district's invoice, declarations, schedules, loss runs and a comparison report.

Please note that this reflects all changes made prior to January 1, 2025.

Any changes made on or after January 1st will be invoiced separately as a mid-term change in early February.

Liability Coverage Changes

The major change to the 2025 SDIS Liability Coverage Document is technically a coverage change, but it better clarifies what our intent (and the intent of our reinsurers) is for the coverage giveback on the Pollution Exclusion.

Currently, Exclusion K. excludes coverage for claims arising from the "...actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants." This exclusion then specifies that it does not apply (except for the release/discharge of PFAS) to the release of pollutants due to the following activities:

- a. **Emergency Operations** conducted by a **Named Participant**, and which are conducted away from premises owned by or rented to the **Named Participant**;
- b. Fire district training operations;
- c. Water run-off from the cleaning of the equipment used in Emergency Operations by a Named Participant which is a fire district, or a Named Participant which is assisting a fire district or performing the functions of a fire district;
- d. The handling of residues or residuals after a motor vehicle accident or after a **Hostile Fire** has been extinguished, by a **Named Participant** authorized to fight fires, or a **Named Participant** which is assisting a fire district or performing the functions of a fire district, provided that the **Participant's**

conduct in connection therewith is in conformance with applicable federal and state statutes, rules and guidelines;

- e. The use, handling, storage, discharge, dispersal, release or escape of any chemical used in the **Potable Water** treatment process; or
- f. **Potable Water** which is provided by the **Participant** to others.

Beginning 1/1/2025, the language in the Liability Coverage Document will clarify that coverage is provided to 'Short-Term Pollution Events' arising from these excepted activities. 'Short-Term Pollution Events' will be defined as follows (subject to all other terms, conditions and exclusions listed in the SDIS Liability Coverage Document):

- Short-Term Pollution Event means a discharge, dispersal, release or escape of Pollutants which:
 - a. Begins during the **Policy Period**;
 - b. Begins at an identified time and place; and
 - c. Ends, in its entirety, at an identified time within seventy-two (72) hours of the beginning of the discharge, dispersal, release or escape of the **Pollutants**.

To be a **Short-Term Pollution Event**, the discharge, dispersal, release or escape of **Pollutants** need not be continuous. However, if the discharge, dispersal, release, or escape is not continuous, then all discharges, dispersals, releases or escapes of the same **Pollutants** from essentially the same source, considered together, must satisfy provisions a. through c. of this definition to be considered a **Short-Term Pollution Event**.

Cyber Coverage Changes

The SDIS Trust Annual Aggregate Limit of Liability for Cyber Coverage was reduced from \$5,000,000 to \$2,000,000. We felt it necessary to make this reduction to continue to offer this coverage while still fulfilling our fiduciary obligation to protect Trust assets during this time of increased claims costs and reinsurance premiums.

Contribution Change Comparison Report

We have again included the contribution Comparison Report. *The report displays the change in annualized* contribution from the 2024 coverage year to the 2025 renewal. This will show the change in rates as well as how your district's individual contribution is affected by any changes in exposures that you may have experienced in the last year. Please note that the 2024 contributions displayed in this report include the annualized contributions associated with all mid-term changes made during the 2024 coverage period.

Thank you for your continued support of Special Districts Insurance Services. We are pleased to continue offering the best coverage at the most affordable price for Oregon's special districts. If you have any questions or concerns, please contact us at underwriting@sdao.com or 800-285-5461.

Invoice

Named Participant

Port Of Hood River 1000 E Port Marina Dr

Hood River, OR 97031-1186

Agent of Record

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

| Coverage | | Contribution |
|------------------------------------|-----------------------------|------------------|
| SDIS Liability Coverage | | \$75,822 |
| | Less Best Practices Credit | (\$7,582) |
| | Less Service Group Discount | <u>(\$3,033)</u> |
| | Adjusted Contribution | \$65,207 |
| Auto Liability* | | \$5,464 |
| | Less Best Practices Credit | (\$547) |
| | Less Service Group Discount | <u>(\$219)</u> |
| | Adjusted Contribution | \$4,698 |
| Non-owned and Hired Auto Liability | | \$195 |
| Auto Physical Damage | | \$3,026 |
| | Less Service Group Discount | <u>(\$121)</u> |
| | Adjusted Contribution | \$2,905 |
| Hired Auto Physical Damage | | \$0 |
| Property | | \$103,720 |
| 1 7 | Less Best Practices Credit | (\$10,372) |
| | Less Service Group Discount | (\$4,149) |
| | Adjusted Contribution | \$89,199 |
| Earthquake | | \$8,600 |
| Flood | | \$0 |
| Equipment Breakdown | | \$0 |
| Crime | | \$903 |
| | | Included |
| Cyber | | moluded |
| | Total | \$171,707 |

The listed coverages are only extended when a specific dollar amount or the word "included" is indicated in the Contribution column. Your payment evidences acceptance of this renewal. Please use the coupon on the following page to help us apply your payment.

^{*} Includes Excess Auto and Auto Supplemental coverages.

Your Contribution is due on 3/1/2025

Please include the bottom portion of this sheet with your payment.

Make Checks Payable to:

Special Districts Insurance Services PO Box 12613

Salem, OR 97309

Member: Port Of Hood River

Member ID: 01-16164 **Total Due:** \$171,707

SDIS Liability Coverage Declarations

Certificate Number: 40P16164-182 **Coverage Period:** 1/1/2025 through 12/31/2025

Named Participant Agent of Record

Port Of Hood River Columbia River Insurance
1000 E Port Marina Dr PO Box 500

Hood River, OR 97031-1186 Hood River, OR 97031-0016

SDIS Liability Coverage: Description Limit⁽¹⁾ Deductible^{(2) (3)}

Per Occurence Limit of Liability \$10,000,000 None
Per Wrongful Act Limit of Liability \$10,000,000 None
Annual Aggregate Limit of Liability No Limit Except As Outlined Below None

Additional Coverages: List only includes sublimited Additional Coverages. Unless indicated in Section III Additional Coverages, of the SDIS Liability Coverage Document, the following limits are not added to the above identified Limit(s) of Liability.

| Coverage | Limit ⁽⁴⁾ | Participant Limit ⁽⁵⁾ | All Participants Limit | Deductible | Contribution |
|---------------------------------------|----------------------|----------------------------------|-------------------------------|--------------------|--------------|
| Ethics Complaint Defense Costs | \$5,000 | \$5,000 | | None | Included |
| EEOC/BOLI Defense Costs | \$10,000,000 | | | None | Included |
| Limited Pollution Coverage | \$250,000 | \$250,000 | | None | Included |
| Injunctive Relief Defense Costs | \$25,000 | \$25,000 | Not Applicable ⁽⁷⁾ | None | Included |
| Criminal Defense Costs | \$100,000 | \$100,000 | \$500,000 | None | Included |
| Premises Medical Expense | \$5,000 | \$5,000 | | None | Included |
| Fungal Pathogens (Mold) Defense Costs | \$100,000 | \$100,000 | | None | Included |
| Applicators Pollution Coverage | \$50,000 | \$50,000 | | None | Included |
| Lead Sublimit Defense Costs | \$50,000 | \$50,000 | \$200,000 | None | Included |
| Marine Salvage Expense Reimbursement | \$250,000 | \$250,000 | | None | Included |
| Communicable Disease Defense | \$50,000 | \$50,000 | \$2,000,000 | None | Included |
| | | | Т | otal Contribution: | \$65,207 |

Reference

- (1) Subject to a \$25,000,000 maximum limit for all SDIS Trust Participants involved in the same Occurrence or Wrongful Act.
- (2) Subject to a \$10,000 controlled burn deductible for failure to follow DPSST guidelines.
- (3) Subject to a \$25,000 Employment Practices Deductible when SDIS not contacted for legal advice prior to termination.
- (4) Named Participant's maximum limit per Occurrence or Wrongful Act.
- (5) Named Participant's maximum limit for the Coverage Period.
- (6) Maximum limit of coverage, for all SDIS Trust Participants for the Coverage Period. Does not apply to Injunctive Relief Defense Costs (7).
- (7) Maximum limit of coverage, for all SDIS Trust Participants involved in the same Occurrence or Wrongful Act, is \$100,000.

Forms applicable to Named Participant: SDIS Liability Coverage Document - 01/01/2025

This certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Liability Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Liability Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Authorized Representative

Property and Casualty Coverage for Education Trust

Date: January 10, 2025

Auto Liability and Auto Physical Damage Coverage Declarations

Certificate Number: 40P16164-182 Coverage Period: 1/1/2025 through 12/31/2025

Named Participant

Port Of Hood River 1000 E Port Marina Dr

Hood River, OR 97031-1186

Agent of Record

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

Coverage is only provided for those coverages indicated below for which a contribution is shown.

Auto Liability

Coverage Per Accident Limit of Liability Deductible Contribution

Auto Liability \$500,000 None \$4,698 Non-Owned/ Hired Auto Liability \$500,000 None \$195

Applicable Coverage Document: SDIS Auto Liability Coverage Document January 1, 2025

Auto Physical Damage

Coverage Per Accident Limit of Liability Deductible Contribution

Auto Physical Damage Per Schedule Per Schedule \$2,905

Hired Auto Physical Damage No Coverage No Coverage No Coverage

Applicable Coverage Document: SDIS Auto Physical Damage Coverage Document January 1, 2025

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Auto Liability Coverage Document and SDIS Auto Physical Damage Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Auto Liability Coverage Document and SDIS Auto Physical Damage Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Date: January 10, 2025

Authorized Representative Special Districts Insurance Services

^{*} If two deductibles are displayed (ie: \$100/\$200), the first applies to Comprehensive Coverage and the second Collision Coverage.

Auto Excess Liability Coverage Declarations

Certificate Number: 40P16164-182 Coverage Period: 1/1/2025 through 12/31/2025

Named Participant

Port Of Hood River 1000 E Port Marina Dr Hood River, OR 97031-1186 Agent of Record

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

Coverage is only provided for those coverages indicated below for which a contribution is shown.

Excess Auto Liability

Coverage Limit of Liability* Retention Contribution

Excess Auto Liability \$9,500,000 \$500,000 Included with Auto Liability

Excess Non-Owned/ Hired Auto Liability \$9,500,000 \$500,000 Included with Non-Owned/ Hired Auto Liability

Applicable Coverage Document: SDIS Excess Auto Liability Coverage Document - January 1, 2025

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Excess Auto Liability Coverage Document. This Certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Excess Auto Liability Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Date: January 10, 2025

Special Districts Insurance Services

Authorized Representative

^{*} Per Accident Limit of Liability.

Auto Supplemental Coverage Declarations

Certificate Number: 40P16164-182 Coverage Period: 1/1/2025 through 12/31/2025

Named Participant

Port Of Hood River 1000 E Port Marina Dr Hood River, OR 97031-1186 **Agent of Record**

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

Coverage is only provided for those coverages indicated below for which a contribution is shown.

Auto Supplemental

Coverage Limit of Liability Deductible Contribution

Personal Injury Protection See Coverage Document None Included with Auto Liability
Uninsured/ Underinsured Motorist Bodily Injury \$500,000 Per Accident None Included with Auto Liability

Applicable Coverage Document: SDIS Auto Supplemental Coverage Document - January 1, 2025

This certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Auto Supplemental Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Auto Supplemental Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions which they relate.

Date: January 10, 2025

Countersigned by:

Authorized Representative

Special Districts Insurance Services

Property Coverage Declarations

Certificate Number: 40P16164-182 Coverage Period: 1/1/2025 through 12/31/2025

Named Participant

Port Of Hood River 1000 E Port Marina Dr Hood River, OR 97031-1186

Agent of Record

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

Scheduled Property Values

\$42,819,227 Buildings, Other Structures and Scheduled Outdoor Property
 \$692,613 Personal Property
 \$520,993 Mobile Equipment, Scheduled Personal Property and Scheduled Fine Arts

Total Limit of Indemnification (Per Occurrence)

\$44,032,833 The Trust shall not pay, or be liable for more than the Total Limit of Indemnification in any single "occurrence" during the Property Coverage Period, including all related costs and expenses, all costs of investigation, adjustment and payment of claims, but excluding the salaries of your regular employees and counsel on retainer.

\$300,000,000 SDIS Per Occurance Aggregate Loss Limit

Sublimits (Per Occurrence)

The subjects of coverage listed below are sub-limited within the above shown "Total Limit of Indemnification (Per Occurrence). The Limits reflect the maximum amount the Trust will pay for losses involving these coverages. The titles below are provided merely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

Covered Property

Section VIII - Covered Property in the SDIS Property Coverage Document

\$250,000 Personal Property of Others within your Care, Custody, or Control, other than Mobile Equipment

\$100,000 Property of Employees/Volunteers (subject to a \$5,000 maximum per person)

\$100,000 Mobile Equipment of others that is within your Care, Custody or Control or Rented or Leased for up to 30 days

\$10,000 Unscheduled Fine Arts (Fine Art may be specifically scheduled for higher limits)

Additional Coverages

\$5,000,000 Debris Removal

Sublimit is \$5,000,000 or 25% of the covered portion of the loss, whichever is less.

\$50,000 Pollutant Clean-up and Removal from Land or Water

Sublimit is \$50,000 or 20% of the scheduled location(s) value, whichever is less.

\$10,000 Fungus as a Result of a "Covered Cause of Loss"

Sublimit is \$10,000 or 10% of the covered portion of the loss, whichever is less

\$10,000 Preservation of Undamaged Covered Property

Sublimit is \$10,000 or 10% of the covered portion of the loss, whichever is less.

| Professional Services |
|-------------------------------------------------------------------------------------------------------------|
| Sublimit is \$250,000 or 10% of the covered portion of the loss, whichever is less. |
| Fire Department Service Charge |
| Recharging of Fire Extinguishing Equipment |
| Arson Reward |
| Increased Cost of Construction - Enforcement of Ordinance or Law |
| Sublimit is \$5,000,000 or 25% of the covered portion of the loss, whichever is less. |
| Increased Cost of Construction - Cost Resulting from Unforseen Delay |
| Sublimit is \$500,000 or 25% of the covered portion of the loss, whichever is less. |
| Expenses for Restoration or Modification of Landscaping, Roadways, Paved Surfaces and Underground Utilities |
| Sublimit is \$500,000 or 25% of the covered portion of the loss, whichever is less. |
| |

Additional Coverages - Business Income and Extra Expense

| | Section XI - Additional Coverages - Business Income and Extra Expense in the SDIS Property Coverage Document |
|-------------|--------------------------------------------------------------------------------------------------------------|
| \$1,000,000 | Business Income |
| \$1,000,000 | Extra Expense |
| \$25,000 | Enforcement of Order by Government Agency or Authority |
| \$25,000 | Business Income from Dependent Property |
| \$100,000 | Interuption of Utility Services |
| \$25,000 | Inability to Discharge Outgoing Sewage |

Coverage Extensions

Section XII - Coverage Extensions in the SDIS Property Coverage Document

\$2,000,000 Property in the Course of Construction

If you have not complied with all of the notification requirements set forth in Section XII.A. within 90 days, the most the Trust will pay for property in the Course of Construction is \$500,000. If after 90 days you have not complied with all the notification requirements set forth in Section XII.A. then no coverage will be provided for property in the Course of Construction.

\$500,000 Newly Aquired or Constructed Property

No coverage will be provided for newly aquired or constructed property unless you notify the Trust in writing no later than 90 days after the dates specified in section XII.A.

\$25,000 Unscheduled Outdoor Property

\$250,000 Malicious Mischief or Vandalism to Tracks and Artifical Turf Fields

\$250,000 Property in Transit

\$250,000 Accounts Receivable

\$50,000 Property Damaged by Overflow of Sewers or Drains

\$100,000 Covered Leashold Interest

Sublimit is lesser of amount listed here or an amount prorated based on time between the Loss and the earlier of: Lease Expiration, Re-occupancy of leased property, or lease of new property.

\$250,000 Valuable Papers and Records

Sublimit is lesser of: Cost to research, restore and replace the lost information; Actual Cash Value in its blank state of the damaged or destroyed paper, tape or other media if records are note actually researched, restored or replaced; or the amount of the sublimit listed here.

\$25,000 Data Storage Media

\$250,000 Miscellaneous Property Damaged by Specified Cause of Loss or Theft

Sublimit lesser of: Appraised Value, Fair Market Value, or Sublimit listed here.

\$20,000,000 Property Damaged by an Act of Terrorism or Sabotage

The most the Trust will pay for Property Damaged by an Act of Terrorism or Sabotage is described in Section XII.K.9.

Additional Sublimits

Sublimits showing below, if any, are in addition to the sublimits shown above.

Locations Covered

Locations that are specifically listed on the Named Participant's Property Schedule.

Perils Covered

Risks of Direct Physical Loss subject to the terms, conditions and exclusions of the current SDIS Property Coverage Document.

Deductibles

As indicated on the Schedule of Property Values on file with the Trust.

Authorized Representative

Special Districts Insurance Services

Contribution

\$89,199

Applicable Coverage Document: SDIS Property Coverage Document - January 1, 2025

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the applicable SDIS Property Coverage Document. This Certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions apply as described in the SDIS Property Coverage Document. Reference the current SDIS Property Coverage Document for complete terms and conditions.

Countersigned by:

Date: Friday, January 10, 2025



Earth Movement Endorsement

Certificate Number: 40P16164-182 Coverage Period: 1/1/2025 through 12/31/2025

Named Participant

Port Of Hood River 1000 E Port Marina Dr Hood River, OR 97031-1186 **Agent of Record**

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

PLEASE CAREFULLY REVIEW THE ENDORSEMENT AS IT WILL MODIFY AND AMEND THE PROPERTY COVERAGE DOCUMENT.

As consideration for an additional contribution paid by the **Named Participant**, in the amount of **\$8,600**, the **Property Coverage Document** will be ammended by adding the following to Section **XII. COVERAGE EXTENSIONS**:

L. Extension of Coverage for Property Damaged by Earth Movement

Subject to the additional conditions and limitations set forth below, we will indemnify you for direct physical loss or damage to **Covered Property** caused by or resulting from **earth movement** that occurs on premises listed on the Schedule of Property Values on file with the Trust.

- 1. This Coverage Extension is subject to per-occurrence deductibles as follows:
 - a. The deductible shall be no less than the greater of:
 - (1) \$5,000;
 - (2) Two percent (2%) of the actual cash value of the Covered Property damaged by earth movement in a single occurrence on premises listed on the Schedule of Property Values on file with the Trust; or
 - (3) The Deductible stated in the Declarations.
 - b. The deductible shall be no more than the greater of:
 - (1) \$50,000; or
 - (2) The Deductible stated in the Declarations.
- $\textbf{2.} \ \ \text{For the purposes of this } \textbf{Coverage Extension} \ \text{only, earth movement} \ \text{means:}$
 - **a.** Sudden and accidental earthquake, seaquake, shock, tremor, landslide, submarine landslide, avalanche, subsidence, sinkhole, collapse, mud flow, rock fall, **volcanic activity**, or any similar seismic activity, resulting in cracking, crumbling, lateral movement, rising, shifting, settling, sinking, or upheaval of **land**;
 - **b.** Flood that would not have occurred but for tsunami caused by, resulting from, or arising out of **earth movement**, regardless of any other cause or event that contributes concurrently or in any sequence to such **flood**; and
 - c. Collapse directly caused by earth movement.
- 3. Earth Movement does not mean, and we will not indemnify you or anyone else for, damage caused by, resulting from, or consisting of:
 - a. Gradual cracking, crumbling, horizontal, lateral or vertical movement, rising, shifting, settling, sinking, or upheaval of land, occuring over a period of fourteen or more days, caused by, exacerbated by, or arising out of artificial means or artifically created soil conditions, including contraction, corrosion, erosion, excessive or insufficient moisture, expansion, freezing, improperly compacted soil, insufficient fill, liquifaction, slope instability, slumping, subsidence, or thawing;
 - **b.** Gradual cracking, crumbling, horizontal, lateral or vertical movement, rising, shifting, settling, sinking, or upheaval of land, occurring over a period of fourteen or more days, caused by, exacerbated by, or arising out of underground activity of animals, vegetation, or **water**; or
 - **c.** Any **water movement** or **flood**, except for **flood** that would not have occurred but for tsunami caused by, resulting from, or arising out of **earth movement** as described in section **XII.L.2**.

- 4. All Earth Movement that occurs within a 72-hour period will constitute a single occurrence.
- 5. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **earth movement**, unless the damaged **Covered Property** is expressly identified on the Schedule of Property Values on file with the Trust as having coverage for **earth movement**.
- 6. This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **earth movement**, unless the damage or loss occurs during the **Property Coverage Period**, and is discovered and reported to the Trust by you within one year of the ending date of the **Property Coverage Period**.
- 7. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from earth movement, unless you notify us as soon as reasonably possible after the earth movement occurs and allow us to inspect the damaged Covered Property prior to making any repairs or replacing the damaged or destroyed Covered Property.
- 8. Indemnification under this Coverage Extension is subject to the following limits:
 - a. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** in any single **occurrence** is **\$10,000,000**;
 - b. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** during the **Coverage Period**, is an **Annual Aggregate Loss Limit** of \$10,000,000;
 - c. The SDIS Per-Occurrence Aggregate Loss Limit;
 - d. An SDIS Annual Aggregate Loss Limit of \$300,000,000 for all damage or loss caused by, resulting from, or arising out of earth movement, flood, or both.
- 9. Any amounts paid under this **Coverage Extension** are included in, subject to, and not in any event in addition to, the **Total Limit of Indemnification** stated in the Declarations.

This Endorsement ammends Section XII. Coverage Extensions of the Property Coverage Document only, and does not modify, ammend, waive or otherwise affect any of the other terms, conditions, limitations, exceptions, or exclusions of the Property Coverage Document.

This certificate is made and is mutually accepted by the Trust and the Named Participant subject to all provisions, stipulations, and agreements of the applicable SDIS Property Coverage Document that it amends. Reference the applicable SDIS Property Coverage Document, as amended by this and any other applicable endorsements, for complete terms and conditions.

Countersigned by:

Date: Friday, January 10, 2025

Authorized Representative Special Districts Insurance Services



Flood Endorsement

Certificate Number: 40P16164-182 Coverage Period: 1/1/2025 through 12/31/2025

Named Participant

Port Of Hood River 1000 E Port Marina Dr Hood River, OR 97031-1186 **Agent of Record**

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

PLEASE CAREFULLY REVIEW THE ENDORSEMENT AS IT WILL MODIFY AND AMEND THE PROPERTY COVERAGE DOCUMENT.

As consideration for an additional contribution paid by the **Named Participant**, in the amount of **\$0**, the **Property Coverage Document** is ammended by adding the following to Section **XII**. **COVERAGE EXTENSIONS**:

M. Extension of Coverage for Property Damaged by Flood

Subject to the additional conditions and limitations set forth below, we will indemnify you for direct physical loss or damage to **Covered Property** caused by or resulting from **flood**, including **collapse** directly caused by **flood**, that occurs on premises listed on the Schedule of Property Values on file with the Trust.

- 1. This Coverage Extension is subject to per-occurrence deductibles as follows:
 - a. If the damaged **Covered Property** is not a **waterway structure** and is located, either partially or wholly, within a federally designated 100-year or greater Special Flood Hazard Area ("SFHA"), as defined by the Federal Emergency Management Agency ("FEMA"), at the time of the **occurrence**, then the deductible shall be:
 - (1) \$500,000 per occurrence for damage to each covered **building**, **other structure**, **outdoor property** and **scheduled outdoor property** listed on the Schedule of Property Values on file with the Trust;
 - (2) \$500,000 per occurrence for damage to covered personal property, scheduled personal property, fine arts and scheduled fine arts located within each covered building, other structure, outdoor property and scheduled outdoor property listed on the Schedule of Property Values on file with the Trust; and
 - (3) \$500,000 per occurrence for damage to covered **mobile equipment** and **scheduled mobile equipment** listed on the Schedule of Property Values on file with the Trust.
 - b. If the damaged **Covered Property** is not a **waterway structure** and is located wholly outside of a federally designated 100-year or greater Special Flood Hazard Area ("SFHA"), as defined by the Federal Emergency Management Agency ("FEMA"), at the time of the **occurrence**, then the deductible shall be:
 - (1) no less than the greater of:
 - (a) \$5,000;
 - (b) two percent (2%) of the actual cash value of the Covered Property damaged by flood in a single occurrence on the premises listed on the Schedule of Property Values on file with the Trust; or
 - (c) the Deductible stated in the Declarations; and
 - (2) no more than the greater of:
 - (a) \$50,000; or
 - (b) the Deductible stated in the Declarations.
 - c. If the damaged Covered Property is a waterway structure then the deductible shall be:
 - (1) \$100,000 per occurrence for damage to each **waterway structure** listed on the Schedule of Property Values on file with the Trust; and
 - (2) \$100,000 per occurrence for damage to covered **personal property**, **scheduled personal property**, **fine arts** and **scheduled fine arts** located within, on or attached to, each covered **waterway structure** listed on the Schedule of Property Values on file with the Trust.

1/10/2025 Page 1 of 2

- 2. All Flood including collapse directly caused by flood, that occurs within a 72-hour period will constitute a single occurrence.
- 3. Whether or not damaged **Covered Property** is located, either partially or wholly, within a federally designated 100-year or greater SFHA, as defined by FEMA, at the time of **occurrence**, will be determined solely by reference to FEMA Flood Maps and the FEMA Flood Map Service Center, regardless of any previous information, estimate, or designation provided the **Named Participant** or appearing in the Declarations.
- **4.** This **Coverage Extension** does not apply, and we will not indemnify you for any damage or loss caused by or resulting from **flood**, including **collapse** directly caused by **flood**, unless the damaged **Covered Property** is expressly identified on the Schedule of Property Values on file with the Trust as having coverage for **flood**.
- 5. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from flood, including collapse directly caused by flood, unless the damage or loss occurs during the Property Coverage Period, and is discovered and reported to the Trust by you during the Property Coverage Period.
- 6. This Coverage Extension does not apply, and we will not indemnify you for any damage or loss caused by or resulting from flood, including collapse directly caused by flood, unless you notify us as soon as reasonably possible after the flood occurs and allow us to inspect the damaged Covered Property prior to making any repairs or replacing the damaged or destroyed Covered Property.
- 7. This Coverage Extension does not apply, and we will not indemnify you or anyone else for, any damage or loss to waterway structures located within five files of the Oregon Coast, whether or not expressly identified as Covered Property, caused by, exacerbated by, or arising out of flood unless damage or loss by flood is caused by a storm surge which occurs over a period of less than 72 hours.
 - **a.** For the purposes of this **Coverage Extension** only, **waterway structures** are defined as boardwalks, bridges, bulkheads, dams, dikes, docks, levees, piers, pilings, seawalls, wharves, breakwater and similar structures located on, in, or over **water**, and their corresponding appurtenances and accessories.
 - **b. Storm Surge** is defined as an abnormal rise of water generated by a storm, over and above the predicted astronomical tide as determined by the National Oceanic and Atmospheric Administration (NOAA).
- 8. Indemnification under this Coverage Extension is subject to the following limits:
 - a. The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** in any single **occurrence** is \$0;
 - **b.** The most we will pay under this **Coverage Extension** for all damage or loss sustained by the **Named Participant** during the **Coverage Period**, is an **Annual Aggregate Loss Limit** of \$0;
 - c. The SDIS Per-Occurrence Aggregate Loss Limit;;
 - **d.** An **SDIS Annual Aggregate Loss Limit** of \$50,000,000 for all damage or loss to **Coverage Property** located, either partially or wholly, within a federally designated 100-year or greater SFHA as defined by FEMA.
 - **e.** An **SDIS Annual Aggregate Loss Limit** of \$300,000,000 for all damage or loss caused by, resulting from, or arising out of **earth movement**, **flood**, or both.
- 9. Any amounts paid under this **Coverage Extension** are included in, subject to, and not in any event in addition to, the **Total Limit of Indemnification** stated in the Declarations.

This Endorsement ammends Section XII. Coverage Extensions of the Property Coverage Document only, and does not modify, ammend, waive or otherwise affect any of the other terms, conditions, limitations, exceptions, or exclusions of the Property Coverage Document.

This certificate is made and is mutually accepted by the Trust and the Named Participant subject to all provisions, stipulations, and agreements of the applicable SDIS Property Coverage Document that it amends. Reference the applicable SDIS Property Coverage Document, as amended by this and any other applicable endorsements, for complete terms and conditions.

Countersigned by:

Date: Friday, January 10, 2025

Special Districts Insurance Services

Authorized Representative



Special Districts Insurance Services

Comprehensive Crime Coverage Summary



Travelers Casualty and Surety Company of America

Certificate Number:

40P16164-182

Coverage Period:

1/1/2025 through 12/31/2025

Named District Member:

Port Of Hood River

1000 E Port Marina Dr

Hood River, OR 97031-1186

Agent of Record:

Columbia River Insurance

PO Box 500

Hood River, OR 97031-0016

This Certificate of Insurance is a coverage description intended to provide important information about the protection available to the referenced Insured under the Crime Master Policy (the "Master Policy"). Keep this coverage description for your records. This coverage description is not an insurance policy and does not amend, extend or alter coverage afforded by the Master Policy described herein. The insurance afforded by the Master Policy as described herein is subject to all terms, exclusions and conditions of such Master Policy. The period is specified in the Master Policy.

The Master Policy has been issued to: Special Districts Insurance Services Trust via Special Districts Association of Oregon on behalf of Member entities of the Special Districts Insurance Services Trust as more fully set forth in a "Schedule of Insured Entities – SDIS-SDAO" with the name, limit and retention for each special district. Address: 727 Center Street NE, Salem, Oregon, 97301. Policy Number: 105870359 Underwritten by: Travelers Casualty and Surety Company of America, Hartford CT 06183 ("Travelers") to provide insurance to an Insured for as described in this Certificate.

| | For any one loss: | Limit | Retention |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|
| A1. | Employee Theft - Per Loss - includes endorsements CRI-7126 (Faithful Performance of Duty, same limit as A1, Non-Compensated Officers, Directors-includes Volunteer Workers as employees, Deletion of Bonded Employee and Treasurer/ Tax Collectors Exclusion) and CRI-10082 (any Sponsored Plan not subject to ERISA, same limit as A1) | \$250,000 | \$1,000 |
| A3. | Employee Theft of Client Property A1 | \$250,000 | \$1,000 |
| B. | Forgery or Alteration - same limit as A1 | \$250,000 | \$1,000 |
| C. | On Premises - same limit as A1 | \$250,000 | \$1,000 |
| D. | In Transit - same limit as A1 | \$250,000 | \$1,000 |
| E. | Money Order Counterfeit Currency - same limit as A1 | \$250,000 | \$1,000 |
| F1. | Computer Fraud - same limit as A1 | \$250,000 | \$1,000 |
| F2. | Computer Restoration - same limit as A1 or maximum limit of \$100,000 | \$100,000 | \$1,000 |
| G. | Funds Transfer Fraud - same limit as A1 | \$250,000 | \$1,000 |
| H1. | Personal Accounts Forgery or Alteration - same limit as A.1 | \$250,000 | \$1,000 |
| H2. | Identity Fraud Expense Reimbursement - same limit as A1 or maximum of \$25,000 | \$25,000 | \$0 |
| I. | Claims Expense | \$5,000 | \$0 |
| | mmunications Fraud - same limit as A-1 or maximum of \$100,000 (see schedule ement CRI-19115) | \$100,000 | \$1,000 |
| Sub-lin | nited Social Engineering Fraud Coverage is included via endorsement CRI-19085 (see "SCHEDULE | FOR SINGLE LOSS | LIMIT AND |

Filing a Claim:

To file a claim under the Master Policy, please contact: Travelers Casualty and Surety Company of America Travelers Bond & Specialty Insurance Claim Attn: Devon Morris, Claim Counsel BSIclaims@travelers.com Phone (720) 200-8135

General Information:

Should you have any questions regarding the Master Policy or wish to view a complete copy of the Master Policy, please call the Special Districts Association of Oregon for general information at 1-800-285-5461

RETENTION FOR SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT CRI-19085").

SDIS Cyber Coverage Declarations

Named Participant Agent of Record

Port Of Hood River Columbia River Insurance

1000 E Port Marina Dr PO Box 500

Hood River, OR 97031-1186 Hood River, OR 97031-0016

Cyber Total Aggregate Limit of Liability \$150,000

First Party Coverage's Sublimit of Liability \$50,000

First Party Coverage Includes:

Network Interruption

Event Management

Cyber Extortion

Data Restoration

Computer and Legal Experts

Public Relations

Business Income

Third Party Liability Coverage's Sublimit of Liability \$100,000

Third Party Coverage Includes:

Security Failure or Privacy Event

Media Content

Regulatory Action

Deductible \$1,000

SDIS Trust Cyber Annual Aggregate Limit of Liability \$2,000,000

SDIS Member Contribution Included

Applicable Coverage Document: SDIS Cyber Coverage Document, effective January 1, 2025

This Certificate is made and is mutually accepted by the Trust and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Cyber Coverage Document. This certificate only represents a brief and incomplete summary of coverage. Other conditions and exclusions applyas described in the SDIS Cyber Coverage Document. Titles are provided for convenience of reference and shall not be deemed to in any way to limit or affect the provisions to which they relate.

Countersigned by:

Authorized Representative

Special Districts Insurance Services

Date: Friday, January 10, 2025

Port Of Hood River
Policy Year: 01/01/25 to 12/31/25

Agent: Columbia River Insurance

Automobile Schedule

Auto Liability Per Occurence Deductible: \$0.00

| Auto Code | Year | Make | Descript | ion | Vehicle Ide | entification # | Collision | Comp | Dedu Collision | ctible Comp | Value | AL Contribution | APD Contribution |
|--------------|----------|-----------------|-----------------|------------|-------------|----------------|-----------------|-----------|-------------------|----------------|-------------|--------------------|---------------------|
| | 2003 | Chevrolet | Flat Bed PU | | 1GBHC24U | 43E339116 | No | No | \$500 | \$100 | \$2,500.00 | \$305.23 | \$0.00 |
| | Weight C | Lgt Truck | Valuation: | No APD | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2003 | Freightliner | FL70 Dump Truck | | 1FVABUBS | X3DL06175 | Yes | Yes | \$1,000 | \$500 | \$8,000.00 | \$425.47 | \$60.22 |
| | Weight C | lass: Hvy Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| 09 | 2005 | Ford | F250 Pickup | | 1FTSW21Y | 65EC25668 | Yes | Yes | \$1,000 | \$500 | \$25,000.00 | \$305.23 | \$188.20 |
| | Weight C | lass: Lgt Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2013 | Nissan | Frontier | | 1N6AD0CW | /XDN724695 | Yes | Yes | \$1,000 | \$500 | \$22,361.00 | \$291.36 | \$168.34 |
| | Weight C | lass: Med Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2013 | Nissan | Frontier SV | | 1N6AD0CW | /5FN729595 | Yes | Yes | \$1,000 | \$500 | \$24,492.00 | \$406.97 | \$184.38 |
| | Weight C | lass: Lgt Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2015 | Dodge | Ram 2500 | | 3C6LR5BT1 | FG508240 | Yes | Yes | \$1,000 | \$500 | \$29,521.00 | \$305.23 | \$222.24 |
| | Weight C | lass: Lgt Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2015 | Nissan | Frontier | | 1N6AD0CW | /7DN727425 | Yes | Yes | \$1,000 | \$500 | \$23,466.00 | \$291.36 | \$176.66 |
| | Weight C | lass: Med Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |

1/10/2025 Page 1 of 3

| Auto Code | Year | Make | Descrip | tion | Vehicle Ide | entification # | Collision | Comp | Dedu Collision | ctible Comp | Value | AL Contribution | APD Contribution |
|--------------|----------|-------------------|----------------------|------------|-------------|----------------|-----------------|-----------|-------------------|----------------|-------------|--------------------|---------------------|
| | 2016 | Nissan | Frontier | | 1N6AD0CW | /XGN773500 | Yes | Yes | \$1,000 | \$500 | \$25,798.00 | \$277.47 | \$194.21 |
| | Weight 0 | Priv. Pass | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2016 | Utility | Utility Trailer - We | elder | TUTWF612 | 2 | Yes | Yes | \$1,000 | \$500 | \$1,197.00 | \$101.75 | \$9.00 |
| | Weight C | Lgt Truck | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2017 | Utility | Addco DH25 Trail | er | 4SEPA0913 | HM4SE196 | Yes | Yes | \$1,000 | \$500 | \$16,000.00 | \$92.49 | \$120.4 |
| | Weight C | Priv. Pass | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2018 | Dodge | 2500 PU | | 3C6LR5BT9 | 9JG345152 | Yes | Yes | \$1,000 | \$500 | \$30,664.00 | \$277.47 | \$230.8 |
| | Weight C | Priv. Pass | Valuation: | Functional | | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2019 | Nissan | Frontier | | 1N6ADOCV | V4KN746186 | Yes | Yes | \$1,000 | \$500 | \$28,000.00 | \$291.36 | \$234.2 |
| | Weight C | Class: Med Truck | Valuation: | Replacemen | nt | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2019 | Ram | 2500 PU | | 3C6UR5CJ | 5KG652336 | Yes | Yes | \$1,000 | \$500 | \$29,753.00 | \$406.97 | \$248.8 |
| | Weight C | Lgt Truck | Valuation: | Replacemen | nt | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2019 | Utility | 2831lbs | | 59KBU1822 | K1003460 | Yes | Yes | \$1,000 | \$500 | \$4,703.00 | \$92.49 | \$39.3 |
| | Weight C | Priv. Pass | Valuation: | Replacemen | nt | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2021 | Chevrolet | Silverado | | 1GB3YLE71 | 1MF168640 | Yes | Yes | \$1,000 | \$500 | \$27,107.00 | \$277.47 | \$226.7 |
| | Weight 0 | Priv. Pass | Valuation: | Replacemen | nt | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2022 | Chevrolet | Colorado | | 1GCHTCEN | V5N1203905 | Yes | Yes | \$1,000 | \$500 | \$29,052.00 | \$277.47 | \$243.0 |
| | Weight 0 | Priv. Pass | Valuation: | Replacemen | nt | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |
| | 2024 | Ford | Ranger | | 1FTER4HH | 8RLE35003 | Yes | Yes | \$1,000 | \$500 | \$43,097.00 | \$277.47 | \$360.4 |
| | Weight 0 | Class: Priv. Pass | Valuation: | Replacemen | nt | Term: | 01/01/2025 to 1 | 2/31/2025 | | | | | |

Weight Class

Priv. Pass = (0 - 10,000 LBS)

Lgt Truck = (0 - 10,000 LBS)

Med Truck = (10,001 - 20,000 LBS)

Hvy Truck = (20,001 - 45,000 LBS)

XHvy Truck = (OVER 45,000 LBS)

Valuation Codes

Replacement = Replacement Cost Valuation Functional = Functional Replacement Cost **Total:** \$370,711.00 \$4,703.26 \$2,907.17



Policy Year: 01/01/25 to 12/31/25

Agent: Columbia River Insurance

Schedule of Property Values - Section 1 Building, Other Structures and Scheduled Outdoor Property

| Covered Prope | rty: Fence Uniq | ue ID: 16164P61 | 5 A (| ddress: 700 E | Port Marina | Drive Hood Ri | ver OR, | 97031 | | | Coverage | e Class: Scheduled O | utdoor Property |
|-----------------|---------------------|------------------------|--------------|------------------|--------------|----------------|----------|----------------|-------|--------------|----------|----------------------|-----------------|
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | 1975 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| /acant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$8,806.58 |
| Protect Class | 7 | Security Alarm | No | App Code | | # of Stories | 0 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$20 | Total Value | \$8,806.58 |
| Covered Prope | rty: Visitor Center | Unique ID: 16 | 164P6 | 10 Address | : 700 E Port | Marina Drive H | lood Riv | er OR, 97031 | | | Coverage | Class: Building | |
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 1972 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| /acant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 5757 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,404,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 12-01 | # of Stories | 2 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$2,933 | Total Value | \$1,404,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$2,954 | Total Value | \$1,412,806.58 |
| emises: Distric | t Facility | | | | | | | | | | | | |
| Covered Prope | rty: Restroom - Be | ach Unique ID: | 1616 | 4P5142 Ad | dress: Marii | na Beach Road | Hood Ri | ver OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 2001 | Equip Brk Cov | No | Flood Zone* | А | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 10/26/2018 | Sq Footage | 360 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$77,287.32 |
| Protect Class | 7 | Security Alarm | No | App Code | 17-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | JOISTED MASONR | Comments | | | | | | Remodel | No | Contribution | \$176 | Total Value | \$77,287.32 |
| | | | | | | | | Premises To | | Contribution | | Total Value | \$77,287.32 |

1/10/2025 Page 1 of 10

| | erty: Restroom - Ev | ent Site Unique | e ID: | 16164P5323 | Address: 2 | 200 Portway Av | enue Ho | od River OR, 97031 | | | Coverage | Class: Building | |
|-------------------------------------------|----------------------|--------------------------|------------|----------------------|----------------|-----------------------|-----------|------------------------------|----------|--------------|--------------------------|---------------------------|--------------------------|
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 2001 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 10/26/2018 | Sq Footage | 360 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$77,287.32 |
| Protect Class | 7 | Security Alarm | No | App Code | 05-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | JOISTED MASONR | Comments | | | | | | Remodel | No | Contribution | \$176 | Total Value | \$77,287.32 |
| | | | | | | | | Premises To | otal: | Contribution | \$176 | Total Value | \$77,287.32 |
| emises: Distric | ct Facility- 320 PMD | | | | | | | | | | | | |
| Covered Prop | erty: Yacht Club/Res | stroom/Shower | Uniqu | e ID : 16164P | 611 Addre | ess: 320 E Por | t Marina | Drive Hood River OF | R, 970 | 31 | Coverage | Class: Building | |
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 1972 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 2193 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$531,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 06-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$58,154.85 |
| Const Class | JOISTED MASONR | Comments | | | | | | Remodel | No | Contribution | \$1,210 | Total Value | \$589,154.85 |
| | | | | | | | | Premises To | otal: | Contribution | \$1,210 | Total Value | \$589,154.85 |
| remises: Distric | ct Facility- 800 PMD | | | | | | | | | | | | |
| Covered Propo | erty: Restroom - Boa | at Launch Uniq | ue ID | 16164P625 | Address: | 800 E Port Mar | ina Drive | Hood River OR, 97 | 031 | | Coverage | e Class: Scheduled O | utdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | American | Year Built | 1998 | Equip Brk Cov | No | Flood Zone* | D | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 9/22/2006 | Sq Footage | 234 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$98,511.59 |
| Protect Class | 7 | Security Alarm | No | App Code | 001-009 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| | JOISTED MASONR | Comments | | | | | | Remodel | No | Contribution | \$225 | Total Value | \$98,511.59 |
| Const Class | | | | | | | | | | | Coverage | Class: Scheduled O | itdoor Property |
| | erty: Transient Dock | Unique ID: 1 | 6164P | 627 Addres | s: 800 Port | Marina Drive H | ood Rive | r OR, 97031 | | | Ooverage | Ciass: Correction of | ataoor r toperty |
| | erty: Transient Dock | Unique ID: 10% Sprinkler | 6164P 0 | Appraiser | cs: 800 Port | Marina Drive H | 1993 | r OR, 97031 Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Covered Propo | erty: Transient Dock | · | | | | | | | No No | Flood Zone* | | | · · · |
| Covered Propo | No | % Sprinkler | 0 No | Appraiser | CBIZ | Year Built Sq Footage | | Equip Brk Cov | | | А | Valuation | Replacement |
| Covered Propo Loc Code Vacant (Y/N) | No | % Sprinkler Fire Alarm | 0 No | Appraiser App Date | CBIZ 4/25/2024 | Year Built Sq Footage | 1993 | Equip Brk Cov | No | Eff Date | A 1/1/2025 \$2,500 | Valuation Structure Value | Replacement \$248,000.00 |

1/10/2025

| Premises: Distric | t Facility- 900 PWA | | | | | | | | | | | | |
|-------------------|------------------------|--------------------|--------|---------------|-------------|-----------------|-----------|-----------------|-------|--------------|----------|-----------------------|-----------------|
| Covered Prope | erty: Maritime Buildir | ng Unique ID: | 16164 | P5898 Add | ress: 900 P | ortway Ave. Ho | od River | OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 1980 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 38806 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$3,881,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 15-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$7,864 | Total Value | \$3,881,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$7,864 | Total Value | \$3,881,000.00 |
| Premises: Distric | t Facility- Marine D | rive | | | | | | | | | | | |
| Covered Prope | erty: State Office | Unique ID: 1616 | 64P60 | Address: | 600 E Port | Marine Drive Ho | ood River | OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1974 | Equip Brk Cov | No | Flood Zone* | D | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 2365 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$593,000.00 |
| Protect Class | 7 | Security Alarm | Yes | App Code | 10-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$1,308 | Total Value | \$593,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$1,308 | Total Value | \$593,000.00 |
| Premises: Event | Site | | | | | | | | | | | | |
| Covered Prope | erty: Concierge Doc | k Unique ID: | 161641 | P628 Addre | ss: North 2 | nd Street Hood | River OR | , 97031 | | | Coverage | e Class: Scheduled Ou | itdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 2000 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 2700 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,134,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 16-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$2,632 | Total Value | \$1,134,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$2,632 | Total Value | \$1,134,000.00 |
| Premises: GL On | ly | | | | | | | | | | | | |
| Covered Prope | erty: 12 Acres of Lig | ht Industrial Land | Un | ique ID: 1616 | 64P10604 | Address: 3289 | Neal Mil | Creek Road Hood | River | OR, 97031 | Coverage | e Class: Not Covered | |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | | Equip Brk Cov | No | Flood Zone* | | Valuation | Not Covered |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$0.00 |
| Protect Class | 5 | Security Alarm | No | App Code | | # of Stories | 0 | Earthquake Cov | No | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$0 | Total Value | \$0.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$0 | Total Value | \$0.00 |

| remises: Heron | Drivo | | | | | | | | | | | | |
|----------------|-----------------------|--------------------------|-------|---------------------|---------------|------------------|-----------|---------------------|-------|--------------|----------|----------------------|-----------------|
| | erty: Timber Incubate | or Building Unic | ue ID | : 16164P631 | Address: | 3875 Heron D | rive Odel | I OR . 97044 | | | Coverage | e Class: Building | |
| Loc Code | Tay: Timber medada | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1997 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 5000 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$844,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 08-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$1,900 | Total Value | \$844,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$1,900 | Total Value | \$844,000.00 |
| emises: Hood | River Airport | | | | | | | | | | | | |
| Covered Prope | erty: Airport Adminis | tration - FBO U | nique | ID : 16164P6 | 16 Addres | ss: 3608 Airpoi | t Drive H | lood River OR, 9703 | 1 | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1975 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 1445 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$359,000.00 |
| Protect Class | 7 | Security Alarm | Yes | App Code | 07-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$14,538.13 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$824 | Total Value | \$373,538.13 |
| Covered Prope | erty: Fuel Tank U | nique ID : 16164F | P630 | Address: A | irport Road H | lood River OR, | 97031 | | | | Coverage | e Class: Scheduled O | utdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | American | Year Built | 1997 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 6/10/2007 | Sq Footage | 0 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$83,855.47 |
| Protect Class | 7 | Security Alarm | No | App Code | 002-009 | # of Stories | 9 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FIRE RESISTIVE | Comments | | | | | | Remodel | No | Contribution | \$181 | Total Value | \$83,855.47 |
| Covered Prope | erty: Helicopter Han | gar Unique ID: | 1616 | 4P624 Add | ress: 3602 | Airport Drive Ho | od River | r OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1997 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 2193 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$347,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 07-07 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$781 | Total Value | \$347,000.00 |

| Covered Prope | erty: New Hangar - E | ast T-Hang Un | ique | D : 16164P62 | 2 Address | s: 3600 Airport | Drive Ho | od River OR, 97031 | | | Coverage | Class: Building | |
|---------------|----------------------|-------------------------|--------|---------------------|-------------|------------------|----------|--------------------|-----|--------------|----------|----------------------|-----------------|
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 2004 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 13110 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,192,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 07-05 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$2,684 | Total Value | \$1,192,000.00 |
| Covered Prope | erty: North Hangar T | -Hang Unique | ID: 1 | 6164P619 A | Address: 37 | 01 Airport Drive | Hood Ri | ver OR, 97031 | | | Coverage | Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1970 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 14400 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,234,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 07-03 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$2,778 | Total Value | \$1,234,000.00 |
| Covered Prope | erty: Port Hanger #1 | Unique ID: 1 | 6164P | 129425S A | ddress: 360 | 8 Airport Drive | Hood Riv | rer OR, 97031 | | | Coverage | Class: Other Structu | ıre |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | 1970 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | 3731 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$227,115.00 |
| Protect Class | 7 | Security Alarm | No | App Code | | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FIRE RESISTIVE | Comments | | | | | | Remodel | No | Contribution | \$489 | Total Value | \$227,115.00 |
| Covered Prope | erty: Runway Lightin | g Airport Uniq ı | ıe ID: | 16164P618 | Address: | 3600 Airport Dri | ve Hood | River OR, 97031 | | | Coverage | Class: Scheduled O | utdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$20,148.93 |
| Protect Class | 7 | Security Alarm | No | App Code | | # of Stories | 0 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| | | | | | | | | | | | | | |

| overed Frope | erty: Shop Maintenar | ice Harigai Offi | que II | D : 16164P617 | Audiess | . 3024 Alipoit | Dilve 110 | od River OR, 97031 | | | Coverage | e Class: Building | |
|----------------|----------------------|---------------------|--------|----------------------|--------------|------------------|-----------|--------------------|-------|--------------|----------|-------------------|----------------|
| .oc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1970 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| /acant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 4522 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$739,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 07-02 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$1,715 | Total Value | \$739,000.00 |
| Covered Prope | erty: South Hangar T | -Hang Unique | ID: 1 | 6164P620 <i>F</i> | Address: 36 | 00 Airport Drive | Hood R | ver OR, 97031 | | | Coverage | e Class: Building | |
| _oc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1970 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| /acant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 13680 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,271,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 07-04 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$2,862 | Total Value | \$1,271,000.00 |
| Covered Prope | erty: Yellow Hangar | Unique ID: 16 | 164P6 | 21 Address | s: 3650 Airp | ort Drive Hood | River OR | , 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1970 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 4104 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$466,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 07-06 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$1,049 | Total Value | \$466,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$13,410 | Total Value | \$5,953,657.53 |
| emises: Indust | rial Avenue | | | | | | | | | | | | |
| Covered Prope | erty: Big 7 Building | Unique ID: 161 | 64P61 | 3 Address | : 616 Indust | rial Avenue Ho | od River | OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 1950 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| /acant (Y/N) | No | Fire Alarm | Yes | App Date | 4/25/2024 | Sq Footage | 38854 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$7,713,000.00 |
| Protect Class | 7 | Security Alarm | Yes | App Code | 11-01 | # of Stories | 3 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | MASONRY NONCOM | Comments | | | | | | Remodel | No | Contribution | \$13,919 | Total Value | \$7,713,000.00 |
| | | | | | | | | Premises To | .4.1. | Contribution | ¢12.010 | Total Value | \$7,713,000.00 |

| remises: Marina | l | | | | | | | | | | | | |
|-----------------|----------------------|------------------|--------|-------------------|---------------|------------------|----------|-----------------|-------|--------------|----------|----------------------|-----------------|
| | rty: 20 Boat Slips | Unique ID: 161 | 64P92 | 236W Addre | ess: 200 E F | Port Marina Driv | e Hood F | River OR, 97031 | | | Coverage | e Class: Scheduled O | utdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 2010 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$613,000.00 |
| Protect Class | 2 | Security Alarm | No | App Code | 03-02 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FIRE RESISTIVE | Comments | | | | | | Remodel | No | Contribution | \$1,118 | Total Value | \$613,000.00 |
| Covered Prope | rty: Cruise Ship Do | ck Unique ID: | 1616 | 4P9549W A | ddress: Sw | im Beach Hood | River Of | R, 97031 | | | Coverage | e Class: Scheduled O | utdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | 2003 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | 1800 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$57,215.16 |
| Protect Class | 9 | Security Alarm | No | App Code | | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | MASONRY NONCOM | Comments | | | | | | Remodel | No | Contribution | \$209 | Total Value | \$57,215.16 |
| Covered Prope | erty: Port Marina Do | cks Unique ID | : 1610 | 64P626 Add | dress: 200 E | Port Marina Dr | ive Hood | River OR, 97031 | | | Coverage | e Class: Scheduled O | utdoor Property |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 1989 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 17302 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,214,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 03-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FIRE RESISTIVE | Comments | | | | | | Remodel | No | Contribution | \$2,615 | Total Value | \$1,214,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$3,942 | Total Value | \$1,884,215.16 |
| emises: Marina | Center | | | | | | | | | | | | |
| Covered Prope | rty: Garage Unio | que ID: 16164P90 | 76W | Address: | 1000 E Port N | Marina Drive Ho | od River | OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | CBIZ | Year Built | 2009 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 2000 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$315,000.00 |
| Protect Class | 2 | Security Alarm | No | App Code | 01-02 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$71,268.75 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$768 | Total Value | \$386,268.75 |

| Covered Prope | erty: Port Office | Unique ID: 16164 | IP6356 | Address: | 1000 E Por | t Marina Drive F | lood Riv | er OR, 97031 | | | Coverag | e Class: Building | |
|----------------|-----------------------|-------------------|--------|------------------|--------------|------------------|----------|----------------|-------|--------------|----------|------------------------|----------------|
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 1986 | Equip Brk Cov | No | Flood Zone* | С | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 8160 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$1,599,000.00 |
| Protect Class | 7 | Security Alarm | No | App Code | 01-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$406,113.43 |
| Const Class | JOISTED MASONR | Comments | | | | - | | Remodel | No | Contribution | \$4,117 | Total Value | \$2,005,113.43 |
| | | | | | | | | Premises To | otal: | Contribution | \$4,884 | Total Value | \$2,391,382.18 |
| emises: Marina | Park | | | | | | | | | | | | |
| Covered Prope | erty: Picnic Shelter | Unique ID: 16 | 64P6 | 2 Address | : 200 E Por | t Marina Drive H | lood Riv | er OR, 97031 | | | Coverag | e Class: Other Structu | ure |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | 1975 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | 500 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$14,177.35 |
| Protect Class | 7 | Security Alarm | No | App Code | | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$33 | Total Value | \$14,177.35 |
| Covered Prope | erty: Shed Uniqu | ie ID: 16164P6539 |) A | ddress: Port | Marina Drive | Hood River OF | R, 97031 | | | | Coverag | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$17,911.20 |
| Protect Class | 7 | Security Alarm | No | App Code | | # of Stories | 0 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | _ | Remodel | No | Contribution | \$42 | Total Value | \$17,911.20 |
| | | | | | | | | Premises To | otal: | Contribution | \$74 | Total Value | \$32,088.55 |
| emises: Nichol | s Basin | | | | | | | | | | | | |
| Covered Prope | erty: Nichols Basin S | Shed Unique ID | : 161 | 64P6540 A | ddress: 10° | N 1st Street H | ood Rive | er OR, 97031 | | | Coverag | e Class: Building | |
| Loc Code | | % Sprinkler | 0 | Appraiser | | Year Built | | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | | Sq Footage | | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$17,911.20 |
| Protect Class | 7 | Security Alarm | No | App Code | | # of Stories | 0 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | FRAME | Comments | | | | | | Remodel | No | Contribution | \$42 | Total Value | \$17,911.20 |
| | | | | | | | | Premises To | otal: | Contribution | \$42 | Total Value | \$17,911.20 |

| | erty: Halyard Building | g Unique ID: | 16164 | 29253 Add i | ress: 707 Po | ortway Ave. Ho | od River | OR 97031 | | | Coverage | e Class: Building | |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------|--------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 2010 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 20148 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$3,678,000.00 |
| | | | _ | | | | | | | | | | |
| Protect Class | 2 | Security Alarm | No | App Code | 13-01 | # of Stories | 2 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | NONCOMBUSTIBLE | Comments | | | | | | Remodel | No | Contribution | \$6,365 | Total Value | \$3,678,000.00 |
| Covered Prope | erty: Luhr Jensen Bu | ilding Unique I | D : 16 | 164P9220W | Address: | 400 Portway Av | ve. Hood | River OR, 97031 | | | Coverage | e Class: Building | |
| Loc Code | | % Sprinkler | 100 | Appraiser | CBIZ | Year Built | 1975 | Equip Brk Cov | No | Flood Zone* | | Valuation | Replacement |
| Vacant (Y/N) | No | Fire Alarm | No | App Date | 4/25/2024 | Sq Footage | 71857 | Flood Cov | No | Eff Date | 1/1/2025 | Structure Value | \$8,730,000.00 |
| Protect Class | 2 | Security Alarm | No | App Code | 09-01 | # of Stories | 1 | Earthquake Cov | Yes | Deductible | \$2,500 | Pers Prop Value | \$0.00 |
| Const Class | MASONRY NONCOM | Comments | | | | | | Remodel | No | Contribution | \$14,853 | Total Value | \$8,730,000.00 |
| | | | | | | | | Premises To | otal: | Contribution | \$21,218 | Total Value | \$12,408,000.00 |
| emises: Toll Pl | aza | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Covered Prope | erty: Toll Plaza Un | nique ID: 16164P | 7103 | Address: 1 | 010 HR/WS | Hwy Hood Rive | er OR, 97 | 7031 | | | Coverage | e Class: Other Struct | ure |
| Covered Prope | erty: Toll Plaza Un | % Sprinkler | 7103 | Address: 1 | 010 HR/WS | Hwy Hood Rive | er OR, 97 2005 | Equip Brk Cov | No | Flood Zone* | Coverage | e Class: Other Structo | Replacement |
| Covered Prope | Prty: Toll Plaza Un | | | | | | | | No No | Flood Zone* | Coverage 1/1/2025 | | |
| Covered Prope Loc Code Vacant (Y/N) | | % Sprinkler | 0 No | Appraiser | CBIZ | Year Built Sq Footage | 2005 | Equip Brk Cov | | | | Valuation | Replacement |
| Covered Prope Loc Code Vacant (Y/N) Protect Class | No | % Sprinkler Fire Alarm | 0 No | Appraiser App Date | CBIZ 4/25/2024 | Year Built Sq Footage | 2005 | Equip Brk Cov | No | Eff Date | 1/1/2025 | Valuation Structure Value | Replacement \$229,000.00 |
| Covered Prope Loc Code Vacant (Y/N) Protect Class | No 2 | % Sprinkler Fire Alarm Security Alarm | 0 No | Appraiser App Date | CBIZ 4/25/2024 | Year Built Sq Footage | 2005 | Equip Brk Cov Flood Cov Earthquake Cov | No Yes No | Eff Date Deductible | 1/1/2025 \$2,500 \$727 | Valuation Structure Value Pers Prop Value | Replacement \$229,000.00 \$142,537.51 |
| | No 2 JOISTED MASONR | % Sprinkler Fire Alarm Security Alarm | 0 No | Appraiser App Date | CBIZ 4/25/2024 | Year Built Sq Footage | 2005 | Equip Brk Cov Flood Cov Earthquake Cov Remodel | No Yes No | Eff Date Deductible Contribution | 1/1/2025 \$2,500 \$727 | Valuation Structure Value Pers Prop Value Total Value | Replacement \$229,000.00 \$142,537.51 \$371,537.51 |
| Covered Prope Loc Code Vacant (Y/N) Protect Class Const Class | No 2 JOISTED MASONR | % Sprinkler Fire Alarm Security Alarm Comments | 0 No | Appraiser App Date | CBIZ 4/25/2024 02-01 | Year Built Sq Footage # of Stories | 2005 | Equip Brk Cov Flood Cov Earthquake Cov Remodel | No Yes No | Eff Date Deductible Contribution | 1/1/2025 \$2,500 \$727 \$727 | Valuation Structure Value Pers Prop Value Total Value | Replacement \$229,000.00 \$142,537.51 \$371,537.51 |
| Covered Prope Loc Code Vacant (Y/N) Protect Class Const Class | No 2 JOISTED MASONR | % Sprinkler Fire Alarm Security Alarm Comments | 0 No | Appraiser App Date App Code | CBIZ 4/25/2024 02-01 | Year Built Sq Footage # of Stories | 2005 | Equip Brk Cov Flood Cov Earthquake Cov Remodel Premises To | No Yes No | Eff Date Deductible Contribution | 1/1/2025 \$2,500 \$727 \$727 | Valuation Structure Value Pers Prop Value Total Value Total Value | Replacement \$229,000.00 \$142,537.51 \$371,537.51 |
| Covered Proper Loc Code Vacant (Y/N) Protect Class Const Class emises: Wasco Covered Proper Loc Code | No 2 JOISTED MASONR | % Sprinkler Fire Alarm Security Alarm Comments | No No | App Date App Code : 16164P7003 | CBIZ 4/25/2024 02-01 Address | Year Built Sq Footage # of Stories s: 205 Wasco L | 2005 40 1 | Equip Brk Cov Flood Cov Earthquake Cov Remodel Premises To | No Yes No otal: | Eff Date Deductible Contribution Contribution | 1/1/2025 \$2,500 \$727 \$727 | Valuation Structure Value Pers Prop Value Total Value Total Value Class: Building | Replacement \$229,000.00 \$142,537.51 \$371,537.51 \$371,537.51 |
| Covered Proper Loc Code Vacant (Y/N) Protect Class Const Class emises: Wasco Covered Proper Loc Code Vacant (Y/N) | No 2 JOISTED MASONR erty: Wasco Busines | % Sprinkler Fire Alarm Security Alarm Comments s Building Unic | No No O | Appraiser App Date App Code : 16164P7003 Appraiser | CBIZ 4/25/2024 02-01 Address CBIZ | Year Built Sq Footage # of Stories s: 205 Wasco L Year Built | 2005 40 1 | Equip Brk Cov Flood Cov Earthquake Cov Remodel Premises To | No Yes No otal: | Eff Date Deductible Contribution Contribution | 1/1/2025 \$2,500 \$727 \$727 Coverage C | Valuation Structure Value Pers Prop Value Total Value Total Value Class: Building Valuation | Replacement \$229,000.00 \$142,537.51 \$371,537.51 Replacement |
| Covered Prope Loc Code Vacant (Y/N) Protect Class Const Class emises: Wasco | No 2 JOISTED MASONR Prty: Wasco Busines No | % Sprinkler Fire Alarm Security Alarm Comments S Building Unic % Sprinkler Fire Alarm | No No No No No No | Appraiser App Code : 16164P7003 Appraiser App Date | CBIZ 4/25/2024 02-01 Address CBIZ 4/25/2024 | Year Built Sq Footage # of Stories s: 205 Wasco L Year Built Sq Footage | 2005 40 1 000p Hood 2005 14650 | Equip Brk Cov Flood Cov Earthquake Cov Remodel Premises To | No Yes No otal: No | Eff Date Deductible Contribution Contribution Flood Zone* | 1/1/2025 \$2,500 \$727 \$727 Coverage C 1/1/2025 \$2,500 | Valuation Structure Value Pers Prop Value Total Value Total Value Class: Building Valuation Structure Value | Replacement \$229,000.00 \$142,537.51 \$371,537.51 \$371,537.51 Replacement \$3,785,000.00 |

* Flood Zones shown on the Schedule of Property Values are an estimate, either provided by the member, the insurance agent, or an independent appraiser. It is not a guarantee that the location is or is not in federally designated Special Flood Hazard Area (SFHA). In the event of a covered claim under this Supplemental Coverage, a determination on the flood zone will be made based on a review of Federal Emergency Management

Total Structure Value

\$42,819,227.12

Agency flood maps, not by the estimated flood zone indicated on this Schedule of Property Values. If there is any question that a location is in **Total Personal Property Value** \$692,612.67 a Special Flood Hazard Area, then make sure you obtain NFIP coverage for the location. **Total Value** \$43,511,839.79 **Valuation Options Construction Class Options Protection Class Description** Fire Resistive Noncombustible Actual Cash Value Fire Protection Class is determined by the level of fire protection **Total Contribution** \$85,542 Joisted Masonry in your area. Your local fire department should be able to tell Modified Fire Resistive Replacement Masonry Noncombustible Stated Amount you which Protection Class your property is in. Frame

Policy Year: 01/01/25 to 12/31/25

Agent: Columbia River Insurance

Schedule of Property Values - Section 2 Scheduled Mobile Equipment, Scheduled Personal Property, Scheduled Fine Arts

| Code | Description | Coverage Class | Deductible | Serial Number | Valuation | Effective Date | Expiration Date | Value | Contribution |
|------|---------------------------------------|-----------------------------|------------|-----------------|--------------|-------------------|-----------------|-----------|--------------|
| | 2005 John Deere Tractor Front End Loa | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$38,810 | \$272.44 |
| | Automated Weather Observation System | Scheduled Personal Property | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$179,240 | \$1,258.25 |
| | Boat, Motor,Loader | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$9,523 | \$66.85 |
| | Boom Lift - Genie Z45/25J | Mobile Equipment | \$250 | Z452513A-48209 | Stated Value | 1/1/2025 | 12/31/2025 | \$35,650 | \$250.26 |
| | Boss 7'-6"Super Duty Straight Blade P | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$6,100 | \$42.82 |
| | Boss V-Plow V-XT 8'2 | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$9,300 | \$65.28 |
| | Boss V-Plow V-XT 8'-2" | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$9,300 | \$65.28 |
| | Flail Mower | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$7,000 | \$49.14 |
| | John Deer Gator CX | Mobile Equipment | \$250 | 1M00CXRAEBM0909 | Stated Value | 1/1/2025 | 12/31/2025 | \$4,400 | \$30.89 |
| | John Deere Lawn Mower | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$9,600 | \$67.39 |
| | John Deere Lawn Tractor | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$7,575 | \$53.18 |
| | Kubota Cab Excavator | Mobile Equipment | \$250 | KBCDZ15CUM3E112 | Stated Value | 1/1/2025 | 12/31/2025 | \$55,000 | \$386.09 |
| | Kubota Tractor BX2380-Airport | Mobile Equipment | \$250 | KBUCIBHRAPGC675 | Stated Value | 1/1/2025 | 12/31/2025 | \$16,980 | \$119.20 |
| | Kubota Tractor BX2380-Shop | Mobile Equipment | \$250 | KBUC1BHANGF6099 | Stated Value | 1/1/2025 | 12/31/2025 | \$18,250 | \$128.11 |
| | Kubota Zero Turn Mower | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$13,000 | \$91.27 |
| | Lincoln Ranger Welder / Generator (OX | Mobile Equipment | \$250 | V11160707514 | Stated Value | 1/1/2025 | 12/31/2025 | \$3,429 | \$24.07 |
| | Miscellaenous | Scheduled Personal Property | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$18,950 | \$133.02 |

| Code | Description | Coverage Class | Deductible | Serial Number | Valuation | Effective Date | Expiration Date | Value | Contribution |
|------|----------------------------------|------------------|------------|---------------|--------------|-------------------|-----------------|---------------|--------------|
| | S630 T4 Bobcat Skid-Steer Loader | Mobile Equipment | \$250 | AHGL12379 | Stated Value | 1/1/2025 | 12/31/2025 | \$50,386 | \$353.71 |
| | Sled Sprayer and Accessories | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$5,550 | \$38.96 |
| | Snow Plow Blade | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$8,900 | \$62.47 |
| | Sweeper | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$6,500 | \$45.63 |
| | Western Snow Plo 10' | Mobile Equipment | \$250 | | Stated Value | 1/1/2025 | 12/31/2025 | \$7,550 | \$53.00 |
| | | | | | | | Tota | ls: \$520,993 | \$3,657.31 |

^{*} Any equipment or item \$10,000 or greater in value must be specifically scheduled.

* All equipment or items less than \$10,000 in value may be aggregated together and reported as one total miscellaneous amount.

<u>Port Of Hood River</u>
Policy Year: 01/01/2025 to 12/31/2025

Agent: Columbia River Insurance

General Liability Schedule

| Code | Description | Unit | Amount | Effective Date | Expiration Date | Contribution |
|--------|---------------------------------------------|----------|-------------|-------------------|--------------------|--------------|
| 160150 | 2024-2025 Budgeted Personal Services * | Dollars | \$3,303,830 | 1/1/2025 | 12/31/2025 | \$4,972 |
| 160160 | 2024-2025 Budgeted Materials and Supplies * | Dollars | \$9,119,089 | 1/1/2025 | 12/31/2025 | \$29,624 |
| 160170 | 2024-2025 Budgeted Contingencies * | Dollars | \$7,850,000 | 1/1/2025 | 12/31/2025 | \$0 |
| 160180 | Number of Employees | Each | 28 | 1/1/2025 | 12/31/2025 | \$0 |
| 160190 | Number of Volunteers | Each | 0 | 1/1/2025 | 12/31/2025 | \$0 |
| 160192 | Number of Board Members | Each | 5 | 1/1/2025 | 12/31/2025 | \$0 |
| 160200 | District Size | Sq Miles | 540 | 1/1/2025 | 12/31/2025 | \$0 |
| 160210 | Population Served | Each | 40,000 | 1/1/2025 | 12/31/2025 | \$0 |
| 16100 | Number of Drones (UAVs) Owned or Operated | Each | 1 | 1/1/2025 | 12/31/2025 | \$0 |
| 16108 | Marina Slips - Number Of | Each | 165 | 1/1/2025 | 12/31/2025 | \$8,188 |
| 16110 | Commercial Terminals - Number Of | Each | 1 | 1/1/2025 | 12/31/2025 | \$0 |
| 16117 | Vessels - (Owned and Operated Under 30 FT.) | Each | 1 | 1/1/2025 | 12/31/2025 | \$0 |
| 16215 | Buildings & Premises - Occupied by District | Sqf | 25 | 1/1/2025 | 12/31/2025 | \$0 |
| 16801 | Wharf and Waterfront - Occupied by District | Sqf | 1 | 1/1/2025 | 12/31/2025 | \$0 |
| 16900 | Dollars Paid For Services | Dollars | | 1/1/2025 | 12/31/2025 | |
| 16996 | Number of Airports | Each | 1 | 1/1/2025 | 12/31/2025 | \$0 |
| 16997 | Events/Fundraisers - No Alcohol Served | Days | 90 | 1/1/2025 | 12/31/2025 | \$0 |
| 16998 | Events/Fundraisers - Alcohol Served | Days | 6 | 1/1/2025 | 12/31/2025 | \$499 |
| | | | | Total Co | ontribution | \$43,283 |

Statement of Member Benefits

Port Of Hood River receives specific services and grants from SDIS. This report displays what SDIS would charge a non-member for equivalent benefits.

| Date | Service Provided | Department | Activity | Dollar Benefit |
|------------|--------------------------------------------|------------------------|---------------------------|----------------|
| 1/6/2025 | Injury Follow Up | Risk Management - SAIF | VRMC | \$18.75 |
| 1/2/2025 | Safety Committee | Risk Management - SAIF | VRMC | \$150.00 |
| 11/13/2024 | Risk Management Review | Risk Management | VRMC | \$75.00 |
| 11/13/2024 | Introductory Visit | Risk Management - SAIF | VRMC | \$18.75 |
| 11/13/2024 | Safety Committee/Meeting Resources | Risk Management - SAIF | Email/Phone Question | \$37.50 |
| 6/17/2024 | OR Govt Employee Handbook Template Version | HR Consulting | General HR Consultation | \$62.50 |
| 5/23/2024 | OR Govt employee handbook version 3 | HR Consulting | General HR Consultation | \$62.50 |
| 5/3/2024 | Public Meeting Policy Inquiry | Technical Assistance | Public Meetings | \$36.00 |
| 3/20/2024 | Employee Issue | SDIS Pre-Loss Legal | Pre-Loss Legal | \$360.00 |
| 1/30/2024 | Underwriting Discussion | SDIS Pre-Loss Legal | Pre-Loss Legal | \$157.50 |
| 10/2/2023 | Reviewed EAP | Risk Management | VRMC | \$55.00 |
| 9/14/2023 | General Counsel Question | SDIS Pre-Loss Legal | Pre-Loss Legal | \$247.50 |
| 6/6/2023 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |
| 12/7/2022 | Employee Issue | SDIS Pre-Loss Legal | Pre-Loss Legal | \$180.00 |
| 11/20/2022 | OR Govt Employee handbook template | HR Consulting | General HR Consultation | \$62.50 |
| 10/20/2022 | Drug and Alcohol policy | HR Consulting | General HR Consultation | \$62.50 |
| 10/4/2022 | Active Shooter Resources | Risk Management | Email/Phone Question | \$13.75 |
| 9/7/2022 | Employment | SDIS Pre-Loss Legal | Employment | \$405.00 |
| 8/16/2022 | Question about bollards on pathways | Risk Management | Email/Phone Question | \$13.75 |
| 8/15/2022 | Risk Management | SDIS Pre-Loss Legal | Pre-Loss Legal | \$90.00 |
| 7/21/2022 | EAP | HR Consulting | General HR Consultation | \$62.50 |
| 6/21/2022 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$58.00 |
| 5/10/2022 | Executive Session Inquiry | Technical Assistance | Executive Sessions | \$36.00 |
| 5/4/2022 | LCP annual eval | Risk Management | Loss Control Program | \$13.75 |
| 4/19/2022 | VRMC | Risk Management | VRMC | \$275.00 |
| 4/1/2022 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$58.00 |
| 3/1/2022 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |

| Date | Service Provided | Department | Activity | Dollar Benefi |
|------------|----------------------------------------|---------------------|---------------------------|---------------|
| 1/12/2022 | Food Carts and Alcohol | Risk Management | Email/Phone Question | \$27.50 |
| 7/12/2021 | Board Training | Consulting Services | Board Training | \$540.00 |
| 7/1/2021 | 2021 Internship Grant | Membership Services | Internship Grant | \$3,000.00 |
| 10/1/2020 | COVID-19 CARES Act Funding | Risk Management | Email/Phone Question | \$13.75 |
| 6/1/2020 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$116.00 |
| 12/3/2019 | BPA | Consulting Services | Board Practices Assessmen | \$135.00 |
| 7/29/2019 | Bio Med Testing Services | Risk Management | Criminal Background Check | \$58.00 |
| 7/10/2019 | SDIS Services | Risk Management | Key Contact Visit | \$55.00 |
| 6/18/2019 | 2019 Internship Grant | Membership Services | Internship Grant | \$3,000.00 |
| 6/17/2019 | Bio Med Testing Services | Risk Management | Criminal Background Check | \$87.00 |
| 5/30/2019 | Driver Training | Risk Management | Training | \$82.50 |
| 1/22/2019 | Bio Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |
| 8/20/2018 | Bio Med Testing Services | Risk Management | Criminal Background Check | \$87.00 |
| 7/10/2018 | Bio Med Testing Services | Risk Management | Criminal Background Check | \$29.0 |
| 12/20/2017 | 2018 Safety & Security Grant | Risk Management | Safety Grant | \$5,000.0 |
| 10/23/2017 | Drone Training - Fred Kowell | Risk Management | Training | \$1,500.0 |
| 7/7/2017 | 2017 Internship Grant | Membership Services | Internship Grant | \$2,700.0 |
| 5/5/2017 | Meeting | Risk Management | Property Assessment | \$220.0 |
| 3/3/2017 | Bio Med Testing Services Inc. | Risk Management | Criminal Background Check | \$29.0 |
| 2/28/2017 | Consultation | Risk Management | VRMC | \$27.5 |
| 11/17/2016 | Voluntary Risk Management Consultation | Risk Management | VRMC | \$45.0 |
| 8/18/2016 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.0 |
| 8/15/2016 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$58.0 |
| 7/7/2016 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |
| 11/30/2015 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.0 |
| 6/26/2015 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$87.0 |
| 6/26/2015 | Bio-Med Testing Services | Risk Management | Drug/Alcohol Testing | \$40.0 |
| 6/25/2015 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.0 |
| 5/27/2015 | Field Visit | Risk Management | VRMC | \$90.0 |
| 12/19/2014 | SDAO 2015-2016 Safety Grant | Risk Management | Safety Grant | \$900.00 |
| 8/21/2014 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$58.00 |
| 8/7/2014 | 2014 Safety Grant | Risk Management | Safety Grant | \$3,000.00 |
| | | | | |

| Date | Service Provided | Department | Activity | Dollar Benefi |
|------------|--------------------------------------------|----------------------|---------------------------|---------------|
| 3/13/2014 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |
| 1/23/2014 | Discussed SDAO Services | Risk Management | Toolkit Consultation | \$90.00 |
| 11/22/2013 | Consultation | Risk Management | VRMC | \$45.00 |
| 10/14/2013 | 2013 Bio-Med Testing Service | Risk Management | Criminal Background Check | \$58.00 |
| 8/2/2013 | 2013 Safety Grant | Risk Management | Safety Grant | \$3,000.00 |
| 7/17/2013 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$58.00 |
| 2/14/2013 | Preloss Legal - Williams Zagrofas Peck | SDIS Pre-Loss Legal | Pre-Loss Legal | \$326.40 |
| 1/4/2013 | Preloss Legal Services - Williams Zografos | SDIS Pre-Loss Legal | Pre-Loss Legal | \$70.78 |
| 12/19/2012 | Field Visit | Risk Management | VRMC | \$135.00 |
| 10/5/2012 | Personnel Issue - Preloss Legal Services | SDIS Pre-Loss Legal | Pre-Loss Legal | \$81.00 |
| 9/5/2012 | Preloss Legal Services - Williams Zografos | SDIS Pre-Loss Legal | Pre-Loss Legal | \$540.00 |
| 7/12/2012 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |
| 7/3/2012 | Personnel Issue | Technical Assistance | Technical Assistance | \$90.00 |
| 6/29/2012 | Personnel Issue | Technical Assistance | Technical Assistance | \$90.00 |
| 6/21/2012 | Preloss Legal - Kim MacColl | SDIS Pre-Loss Legal | Pre-Loss Legal | \$87.50 |
| 6/18/2012 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$116.0 |
| 5/3/2012 | Adult Basic CPR/First Aid Training | Risk Management | Training | \$157.50 |
| 1/26/2012 | Preloss Legal Services - Kim MacColl | SDIS Pre-Loss Legal | Pre-Loss Legal | \$210.00 |
| 1/20/2012 | Job Restructure | SDIS Pre-Loss Legal | Pre-Loss Legal | \$360.0 |
| 12/5/2011 | Preloss Legal Services - Kim MacColl | SDIS Pre-Loss Legal | Pre-Loss Legal | \$210.0 |
| 10/4/2011 | Preloss Legal Services - Personnel Issue | SDIS Pre-Loss Legal | Pre-Loss Legal | \$840.0 |
| 8/15/2011 | SDAO Safety Grant 2011 | Risk Management | Safety Grant | \$3,000.00 |
| 7/11/2011 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$29.00 |
| 6/17/2011 | Bio-Med Testing Services | Risk Management | Criminal Background Check | \$116.00 |
| 2/22/2011 | Personnel Issue | Technical Assistance | Technical Assistance | \$90.00 |
| 1/5/2011 | Field Visit | Risk Management | VRMC | \$112.50 |
| 3/1/2010 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$29.00 |
| 1/21/2010 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$29.0 |
| 11/20/2009 | Defensive Driving Training Class | Risk Management | Training | \$90.00 |
| 10/8/2009 | Adult Basic CPR/First Aid Training | Risk Management | Training | \$157.50 |
| 9/22/2009 | Safety Committee Training | Risk Management | Training | \$45.00 |
| 8/6/2009 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$29.00 |
| | | | | |

| Date | Service Provided | Department | Activity | Dollar Benefit |
|------------|---------------------------|-----------------|---------------------------|----------------|
| 4/15/2009 | Building Condition Report | Risk Management | VRMC | \$10.00 |
| 1/26/2009 | Field Visit | Risk Management | VRMC | \$90.00 |
| 1/15/2009 | Field Visit | Risk Management | VRMC | \$135.00 |
| 1/15/2009 | Fall Protection Training | Risk Management | Training | \$45.00 |
| 12/29/2008 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$29.00 |
| 11/13/2008 | SDAO Safety Grant 06-07 | Risk Management | Safety Grant | \$2,135.00 |
| 8/27/2008 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$145.00 |
| 8/26/2008 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$58.00 |
| 8/26/2008 | Bio-Med Testing Service | Risk Management | Criminal Background Check | \$116.00 |
| 9/27/2004 | Field Visit | Risk Management | VRMC | \$90.00 |
| | | | | |

Total Dollar Benefit \$37,090.18

This statement is provided for your information. It is not a bill.

Port Of Hood River

2024 - 2025 Policy Year Comparison Report

Agent: Columbia River Insurance

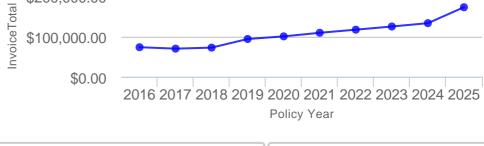
Report displays contribution difference (changes) between 2024 and the 2025 renewal in an effort to provide a general idea of rating components that influence contributions.

| Coverage | 2024 contribution | Change in exposures | 2025 contribution | Total contribution change | Total % contribution change |
|--------------------------|-------------------|---------------------|-------------------|---------------------------|-----------------------------|
| General Liability | \$45,300 | See Below | \$65,207 | \$19,907 | 43.94% |
| Auto Liability | \$4,247 | 0 | \$4,698 | \$451 | 10.61% |
| Non-Owned Auto Liability | \$175 | | \$195 | \$20 | 11.43% |
| Auto Physical Damage | \$3,037 | \$0 | \$2,905 | -\$132 | -4.34% |
| Non-Owned APD | \$0 | | \$0 | \$0 | |
| Property | \$71,877 | \$6,375,445 | \$89,199 | \$17,322 | 24.10% |
| Earthquake | \$7,290 | \$6,375,445 | \$8,600 | \$1,310 | 17.97% |
| Flood | \$0 | \$6,375,445 | \$0 | \$0 | |
| Equipment Breakdown | \$0 | \$6,375,445 | \$0 | \$0 | |
| Crime | \$868 | | \$903 | \$35 | 4.03% |
| Cyber | \$0 | | \$0 | \$0 | |
| Total All Lines | \$132,794 | | \$171,707 | \$38,913 | 29.30% |

General Liability Exposure Comparison

| Description | Last Year | This Year | Difference |
|---------------------------------------------|-------------|-------------|-------------|
| 2024-2025 Budgeted Materials and Supplies * | \$2,421,892 | \$9,119,089 | \$6,697,197 |
| 2024-2025 Budgeted Personal Services * | \$3,637,934 | \$3,303,830 | -\$334,104 |
| Events/Fundraisers - Alcohol Served | \$6 | \$6 | \$0 |
| Marina Slips - Number Of | \$165 | \$165 | \$0 |

Annual Contribution History \$200,000.00



| 2019-2023 Net Loss Ratio = 4.32% | Best Practices | <u>Year</u> 2024 2025 | % Credit 10.00% 10.00% |
|-----------------------------------------|----------------|-----------------------------|------------------------------|
|-----------------------------------------|----------------|-----------------------------|------------------------------|

^{*} Auto Liability Exposure = Number of Autos. Auto Physical Damage = Total Insured Auto Values. Excess Liability = Materials and Supplies + Personal Services. Property and Boiler and Machinery = Total Insured Property Values.

Closed

Status Description **Close Date**

Public Art Frog sculpture was stolen from the event site.

8/23/2022

Policy Year:2020 to 2025 Port Of Hood River

Claims Schedule

Auto Liability 2020 Claim Number VAAL2020066727 Coverage Auto Liability Cause Head-on or sideswipe Claimant Kirchoff, Leif Claim Type AL Litigation Type Financial Type Paid Reserve Collection Incurred Adjuster Hackbart, Mike **Event Date** 2/21/2020 **Litigation Status** Information PD \$251 \$0 \$251 \$0 Service Code SDAO Open Date 5/12/2020 **Defense Counsel** Totals: \$251 \$0 \$251 \$0 Status Closed **Close Date** 9/16/2020 **Plaintiff Attorney** Description District vehicle struck the mirror of claimant vehicle while crossing a bridge. **Property** Claim Number GCPR2020066908 Coverage Property Cause **Building Damage** Claim Type Claimant Port Of Hood River **Litigation Type Financial** Collection Туре Paid Reserve Incurred Adjuster Bauer, Tim **Event Date** 6/17/2020 **Litigation Status** Information PD \$0 \$0 \$0 \$0 Service Code SDAO **Open Date** 6/19/2020 **Defense Counsel** \$0 \$0 Totals: \$0 \$0 Status Closed **Close Date** 10/12/2020 **Plaintiff Attorney** Description Other vehicle hit toll plaza as they drove by. 2022 Claim Number GCPR2022070750 Theft or Burglary Coverage Property Cause PR Claimant Port Of Hood River Claim Type **Litigation Type Financial** Type Paid Reserve Collection Incurred Adjuster **Event Date** 8/2/2022 **Litigation Status** Parker, Amanda Information PD \$2,400 \$0 \$0 \$2,400 Service Code SDAO **Open Date** 8/19/2022 **Defense Counsel**

1/10/2025 Page 1 of 2

Plaintiff Attorney

\$2,400

\$0

\$0

\$2,400

| Claim Number | GCPR2022070778 | Coverage | Property | Cause | Mechanical Failure | | | | | | |
|--------------|-----------------------------------------------------------------|------------|-----------|--------------------|--------------------|--------------------------|------------|-----------------------------|-------------------|-------------------|-----------------------------|
| Claimant | Port Of Hood River | Claim Type | PR | Litigation Type | | | | | | | |
| Adjuster | Hackbart, Mike | Event Date | 8/22/2022 | Litigation Status | | Financial Information | Туре | Paid | Reserve | Collection | Incurred |
| Service Code | SDAO | Open Date | 8/24/2022 | Defense Counsel | | information | PD Totals: | \$15,230 \$15,230 | \$0 \$0 | \$0 \$0 | \$15,230 \$15,230 |
| Status | Closed | Close Date | 3/6/2023 | Plaintiff Attorney | | | | | | | |
| Description | Kubota would not stop and went over a embankment and down hill. | | | | | | | | | | |

| | Policy Year | Claims | Paid | Reserve | Collection | Incurred |
|-----------|-------------|--------|-------------|---------|------------|-------------|
| | 2020 | 2 | \$250.77 | \$0.00 | \$250.77 | \$0.00 |
| Financial | 2022 | 2 | \$17,630.00 | \$0.00 | \$0.00 | \$17,630.00 |
| Summary | Total: | 4 | \$17,880.77 | \$0.00 | \$250.77 | \$17,630.00 |

Port Of Hood River

Separate cards by cutting along horizontal lines. Fold along the verticle line to create a front and back.

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2003 Chevrolet Pickup

Code: N/A

VIN: 1GBHC24U43E339116

Policy Number: **40P16164-182**

Agent: Columbia River Insurance

Effective: 1/1/2025 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2003 Freightliner Dump Truck

Code: N/A

VIN: 1FVABUBSX3DL06175

Policy Number: 40P16164-182

Agent: Columbia River Insurance

Effective: 1/1/2025 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2005 Ford Pickup

Code: **09**

VIN: 1FTSW21Y65EC25668

Agent: Columbia River Insurance

Policy Number: **40P16164-182**

Effective: 1/1/2025 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).



SPECIAL DISTRICTS INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2013 Nissan Pickup

Code: N/A

VIN: 1N6AD0CWXDN724695

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2013 Nissan Truck

Code: N/A

VIN: 1N6AD0CW5FN729595

Agent: Columbia River Insurance

Effective: 1/1/2025

Policy Number: **40P16164-182**

Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2015 Nissan Pickup

Code: N/A

VIN: 1N6AD0CW7DN727425

Agent: Columbia River Insurance
Policy Number: 40P16164-182

Effective: 1/1/2025 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2015 Dodge Pickup

Code: N/A

VIN: **3C6LR5BT1FG508240**

Agent: Columbia River Insurance
Policy Number: 40P16164-182

Effective: 1/1/2025 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2016 Nissan Pickup Code: N/A

VIN: 1N6AD0CWXGN773500

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2016 Utility Trailer Code: N/A

VIN: TUTWF6122

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2017 Utility Trailer Code: N/A

VIN: 4SEPA0913HM4SE196

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2018 Dodge Pickup Code: N/A

VIN: **3C6LR5BT9JG345152**

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).



SPECIAL DISTRICTS INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2019 Utility Trailer

Code: N/A

VIN: **59KBU1822K1003460**

Agent: Columbia River Insurance

Effective: 1/1/2025

Policy Number: 40P16164-182

Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2019 Ram Truck

Code: N/A

VIN: 3C6UR5CJ5KG652336

Agent: Columbia River Insurance

Effective: 1/1/2025

Policy Number: 40P16164-182

Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2019 Nissan Pickup

Code: N/A

VIN: 1N6ADOCW4KN746186

Agent: Columbia River Insurance

Policy Number: **40P16164-182**

Effective: 1/1/2025 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2021 Chevrolet Pickup

Code: N/A

VIN: 1GB3YLE71MF168640

Agent: Columbia River Insurance Policy Number: **40P16164-182**

Effective: 1/1/2025

Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).



SPECIAL DISTRICTS INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2022 Chevrolet Pickup

Code: N/A numb

Code: N/A

VIN: 1GCHTCEN5N1203905

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

Oregon Auto Liability Coverage Identification Card



SPECIAL DISTRICTS
INSURANCE SERVICES

Member: Port Of Hood River

Year/Make/Model: 2024 Ford Pickup

VIN: 1FTER4HH8RLE35003

1/10/2025

Agent: Columbia River Insurance Effective: 1/1/2025
Policy Number: 40P16164-182 Expires: 12/31/2025

Up-to-date card should be carried in vehicle as evidence of coverage

In the Event of Accident or Loss

Page 5 of 5

- Get medical attention if needed.
- Notify the police immediately.
- Obtain name, address, phone (work & mobile) and license plate numbers of all persons including passengers and witnesses.
- Don't admit fault or discuss the accident with anyone except Special Districts Insurance Services or the police.
- Contact your agent as soon as possible
- If you are unable to contact your agent contact SDIS at 800-305-1736 (phone) or 503-620-9817 (fax).

This page intentionally left blank.

Prepared by: Debbie Smith-Wagar, Finance Director

Date: January 21, 2025

Re: Bridge Insurance Renewal



BACKGROUND:

The Port is insured by Chubb for its bridge property insurance. Durham and Bates is the insurance agent of record for this policy. Note that the Port's SDIS general liability insurance covers potential liability claims associated with the bridge.

The bridge insurance has increased at significant rates over the past few years, and last year the commissioners took a more in-depth look at the coverage and associated premiums to see if there was a way to save money on the premium. Deductibles were increased and overall coverage was lowered in order to get a lower annual premium.

This year Chubb is taking a closer look at the condition of the bridge and has lowered the coverage offered and increased the deductible. Discussions regarding the condition of the bridge are continuing.

For calendar year 2024 the Port had coverage for \$100M in property damage and about \$28.5M in lost revenue coverage (3 years), with a \$1M deductible. The premium for 2024 was \$359,426.

The calendar year 2025 Chubb proposal is for \$40M of property damage coverage, \$8M (1 year per the policy, although our annual toll revenue is more than that) in lost revenue coverage, and \$2.5M deductible. The 2025 premium for this coverage is \$229,813. Additional coverage of \$25M in property damage is available for an additional \$276,220, which would bring total property coverage to \$64M and the total premium to \$506,033.

Summary Table:

| | Property | Lost | | |
|------------|----------|---------|------------|---------|
| Year | Damage | Revenue | Deductible | Premium |
| 2024 | 100M | 23.6M | 1M | 359,426 |
| 2025 | 40M | 8M | 2.5M | 229,813 |
| Additional | 25M | - | - | 276,220 |
| 2025 Total | 65M | 8M | 2.5M | 506,033 |

It should also be noted that the footbridge across the Hood River is included in this policy.

BUDGET IMPACT:

The Port had budgeted \$390,000 for bridge insurance in fiscal year 2025, which assumed an 8% increase over the prior year. The discussions last year regarding bridge insurance premiums indicated that there would be further analysis of the policy for 2025.

The internal bridge committee has been discussing this issue and may have additional input at the commission meeting. Members of the committee and staff have continued to discuss this issue after the deadline for this memo to be prepared for the packet. Additional details will be provided verbally at the meeting.

RECOMMENDATION:

The deadline for renewing insurance on the bridge is January 31, 2025. Staff recommends approving the premium for \$40M in property coverage and \$8M in lost revenue coverage.

SUGGESTED MOTION:

Motion to approve the 2025 Chubb Bridge Insurance Renewal in the amount of \$229,813.

ATTACHMENTS:

2025 Bridge Insurance Renewal Packet



1211 SW 5th Avenue, Suite 2800

Portland, OR 97204 Phone: 503.224.5170 Web: www.dbates.com

PROPOSAL

Creating lasting partnerships through complex risk management and employee benefit solutions

Prepared For:

Port of Hood River

Presented: January 17, 2025

THANK YOU

FOR PARTNERING WITH US!

Connections exist everywhere you look. So do risks, exposures, and impasses that can stop businesses in their tracks. Durham & Bates clears hurdles, and locks down the connections you need to make sure business can happen.

As risk management specialists, our firm provides a diverse set of capabilities to help you manage risks, support your people, and bring projects and programs together. We work across industries, oceans, and distances big and small to help ensure that the decisions you make stay true.

Being able to integrate strategy and speed in the world of risk management requires skill, ingenuity, and trust. Doing so with seamless operations and effective decision-making only happens after decades of practice.

Durham & Bates

Durham & Bates Account Service Team

For more than 100 years we have been distinguished by our reputation of providing world-class service and unparalleled technical knowledge. We are independent, local and employee owned. We believe the Durham & Bates culture is unlike any other brokerage; one where every associate feels valued and respected for their unique contributions.

No matter how comprehensive or competitively priced your insurance program is, you still need people to provide ongoing service. The individuals who make up your account servicing team include some of the industry's finest professionals. Our insurance experts know that you expect and deserve the best.

These are the individuals who will be handling your account:

| Senior Vice President | David Hearns, CIC | |
|-----------------------|-------------------|--|
| Direct Telephone | (503) 796-1640 | |
| Email | davidh@dbates.com | |

| Vice President | Dara Reffitt, AIS, CISR, CIC |
|------------------|------------------------------|
| Direct Telephone | (503) 423-9491 |
| Email | DaraR@dbates.com |

| Claims Advocate | Becky Karns |
|------------------|-------------------|
| Direct Telephone | (503) 796-1649 |
| Email | beckyk@dbates.com |

| CEO | Jeremy Andersen |
|------------------|--------------------|
| Direct Telephone | (503) 796-1642 |
| Email | jeremya@dbates.com |

Table of Contents

| Durnam & Bates Account Service Team | 3 |
|------------------------------------------------------|----|
| Important Notices | 5 |
| Important Notices (Cont.) | 6 |
| Policy Delivery Options | 7 |
| Important Notice Regarding Certificates of Insurance | 8 |
| Terrorism Coverages | 9 |
| Premium Summary | 10 |
| Named Insureds | 11 |
| Location Schedule | 11 |
| Inland Marine - Transit (Bridge) | 12 |
| Marketing Summary | 18 |
| Proposal Acknowledgement | 18 |
| Additional Optional Coverages | 19 |
| Your Duties In The Event of a Loss | 20 |
| A.M. BEST – Rating & Analysis | 21 |
| Financial Size Categories (FSC) | 21 |
| Surnlus Lines Waiver Agreement | 22 |

Important Notices

Our goal is to help you become fully aware of many complicated insurance issues which affect your insurance coverage. Please review the following and feel free to discuss these with your Account Executives.

- This insurance proposal is prepared for your convenience. It should not be considered an exact
 or complete analysis of any policies, or legal evidence of insurance and this is not a contract.
 The policy terms, once issued, will control the insurance contract without regard to any
 statement made this is document. For specific terms, conditions, limitations and exclusions,
 please refer to actual coverage policy forms.
- Some policies may contain aggregate limits, which are the maximum amount the insurer will pay for all covered claims during each policy term. Higher limits of liability may be available. Please contact us to discuss options available to you.
- In your business transactions you may be asked to sign leases, contracts or other written
 agreements which may transfer financial obligations to you. We suggest you have your
 ATTORNEY and ACCOUNTANT review these documents prior to signing them. Be certain to
 forward copies to this office so we may assist with any insurance requirements to properly
 address these exposures.
- This proposal is based on exposures to loss that were made known to us. All changes of
 exposures must be reported by you to ensure proper coverage is in effect.
- "Coverage territory" for all policies is the United States, its territories and possessions, Canada, and Puerto Rico, unless specifically stated.

WE BUILD

EXPERIENCES

Business is all about action, movement, and the intangibles that help teams push past obstacles.

Important Notices (Cont.)

- Property values such as building or real property, business personal property (previously known as contents), loss of income and extra expense limits used were those presented or authorized by you. Please carefully review these limits for accuracy. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company or builder who is able to provide replacement cost estimates.
- Our review of any contract you provide is not a legal review. We may review contracts to
 provide advice as it applies to insurance and surety requirements. Nothing in this review
 should be construed as a promise of insurance coverage for any specific claims or
 circumstances. Construction contracts in particular may have broadly stated indemnification
 and hold harmless clauses that may not be insured. Contracts should be reviewed and
 modified by competent legal counsel to reflect variations in local law and the specific
 circumstances of your contract.
- Durham & Bates Agencies, Inc. has Profit Sharing Agreements with many of our major insurance company partners, which may provide compensation in addition to commissions. These agreements are designed to reward our agency for providing quality accounts to the insurance company. Profit Sharing Agreements are never tied to a specific account, but rather multiple factors are evaluated by the insurer and applied to the entire book of business.
- Durham & Bates Agencies, Inc. also has Profit Sharing Agreements with the premium finance company partners we work with. These lenders may compensate us for assisting our clients in arranging the financing of insurance premiums.

Policy Delivery Options

Our goal at Durham and Bates is to exceed your expectations. This means offering service options that work best for you and your company.

Welcome to Durham and Bates' D&B 24/7 Client Portal. The D&B 24/7 Client App is available in both Apple and Google Play

Due to increased cyber and privacy issues involved with email as well as providing enhanced client service experiences, we are now making all of your various insurance documents available to you through our 'D&B 24/7' Client Portal and Client App. This offers the most secure access to your insurance documents and in real-time from any computer as well as your iPhone/Android device.

D&B 24/7 - Added services, including:

- Access to your Insurance Policies, Endorsements, Audits and related documents
- Print or reprint Automobile ID cards
- Reprint any previously issued Certificate of Insurance
- Issue your own insurance certificates (available upon request)

When your policies are ready, your service team will provide you with your login information as well as an easy step-by-step guide.

If you would like to receive your insurance documents in a format other than through **D&B 24/7 Portal or App**, we are happy to provide them in these other optional formats:

- 1) Email or A Secure Email Link Convenient and timely delivery by email or secure link, allowing you to print and/or electronically store the policies and an insurance summary easily. All subsequent endorsements to a policy are delivered electronically via email or D&B 24/7 Client Portal.
- 2) USB Flash Drive/Thumb Drive We can also provide policies via flash drive; the drive would be delivered or mailed to you and include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email or D&B 24/7 Client Portal.
- 3) **3-Ring Binder** A paper copy of each policy can be provided in a standard 3-ring binder and could include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email or D&B 24/7 Client Portal.

Please let us know which format works best for you and we will deliver the policies in accordance with your selected method.

Important Notice Regarding Certificates of Insurance

- A certificate of insurance is evidence of insurance coverage. You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with competent legal counsel.
- Contracts, leases and agreements you sign may have indemnification and other requirements that cannot be addressed by an insurance policy. We recommend that these be reviewed by you and your legal counsel.
- In addition to providing a Certificate of Insurance, you may be required to name your client or customer on your policy as an Additional Insured. This is possible only with permission of the insurance company and, in some cases, an additional premium.
- There are other consequences including:
 - Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
 - Your policy may provide higher limits than required by contract; your full limits can be exposed to the Additional Insured.
 - There may be conflicts in defense when your insurer has to defend both you and the Additional Insured.
- As your agents, we will obtain or issue certificates of insurance at your request. However, we can only evidence coverage that is included in your policies.
- Please be aware that many insurance contracts will provide automatic Additional Insured coverage to your client or customer only when required in a written and signed contract. Discuss with your broker any situations where you do not have an obligation through a signed written agreement.

Terrorism Coverages

TRIPRA Option

TRIA (Terrorism Risk Insurance Act) signed into law in 2002 became TRIPRA in 2007 (Terrorism Risk Insurance Program Reauthorization Act) and was then renewed again in 2015. This provides for Federal government reinsurance in the event of a certified act of terrorism. TRIPRA imposes important responsibilities on insurers to make some limited terrorism coverage available in covered commercial lines policies and to disclose to its commercial lines policyholders each time a policy is "offered and renewed". Covered policies under TRIPRA include most commercial lines property and casualty policies except commercial auto, burglary and theft, surety, farm owners' multi-peril, livestock, and professional liability.

Participating insurers must pay a deductible before federal assistance is available when a loss occurs due to a terrorism act. Deductibles applicable during specific periods are detailed in the TRIPRA. The program covers aggregate insured losses up to an annual limit of \$100 billion. If it exceeds that amount, the question as to who will pay and to what extent will be decided by Congress. The government may recover the amounts paid by imposing of a surcharge on all policyholders.

An act of terrorism must be *certified* as a terrorism act by the Secretary of Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the US. In order to constitute an act of terrorism, in addition to being considered an act of terrorism, it also must meet the following:

- a violent act or an act that is dangerous to human life, property or infrastructure,
- resultant damage must have occurred within the U.S. or the act must be in an U.S. air carrier or vessel or on a U.S. mission.
- Total damages must exceed \$200M (CY20)

Full Terrorism Option

The following coverages may be available under a full terrorism policy:

- Terrorism Liability
- Material Damage to Insured Assets
- TRIPRA
- Non-Certified Acts of Terrorism
- Active Shooter / Malicious Attack
- Business Interruption / Extra Expense
- Threat of Malicious Act
- Nuclear, Chemical, Biological, Radiological (NCBR) Terrorism
- Cyber Terrorism (which may also be covered under Cyber policy)

Premium Summary

| Premium | 2023-2024 | 2024-2025 | 2025-2026 |
|------------------------------------------------------------------------------------------|--------------|--------------|--------------|
| Annual Rate (per \$100) | \$.0.223563 | \$0.201601 | \$0.141895 |
| Annual Premium | \$376,803 | \$356,651 | \$224,636 |
| OR Surplus Lines Taxes (includes Service Charge SLSC of \$10) | \$7,546.06 | \$7,143.02 | \$4,502.72 |
| OR Fire Marshal Tax | \$1,130.41 | \$1,069.95 | \$673.91 |
| Total Premium (primary) | \$385,479.47 | \$364,863.97 | \$229,812.63 |
| Non-bindable Indication Only. Subject to formal quote. Taxes & Fees have been estimated. | | | |
| Excess \$25M Limits | | | \$276,220 |
| Total Premium (w/ Excess option) | | | \$506,032.63 |
| | | | |
| Terrorism Premium (optional – in addition to annual premium/taxes above) | Declined | Declined | \$11,232 |
| 25% Minimum Earned Premium – not including Terrorism | \$94,201 | \$105,592 | \$58,967 |

The quotes contained in this proposal are valid for 30 days from today or the inception date, whichever is first.

Coverage is not automatic. In order to bind, please contact your D&B account team.

Payment Options

Durham and Bates now accepts Credit Card payments (as well as ACH if your bank does not offer). Please note that there is a 3.25% transaction fee to process by credit card and a flat \$3 fee for ACH. To schedule payment either by credit card or ACH, please use the following link: https://dbates.epaypolicy.com

Durham and Bates' D&B 24/7 Client Portal and App

D&B 24/7 Portal or App provides you a variety of added services in real-time, including:

- Access to your Insurance Policies and related documents
- Print or reprint Automobile ID cards
- Reprint any previously issued insurance certificate
- Issue your own insurance certificates (available upon request)

Please let us know if you are interested in accessing D&B 24/7.

Named Insureds

Our Named Insured listings include the following, unless specifically noted on the coverage pages. Please review carefully for accuracy and notify us for needed corrections.

| Insured | Interest |
|--------------------|---------------------|
| Port of Hood River | First Named Insured |

Certain responsibilities or duties fall upon the First Named Insured under the proposed insurance Responsibility to pay all premiums, including audit premiums.

- Right to receive all return premiums.
- Ability to cancel policy.
- Ability to request changes to insurance contract.
- Right to receive all correspondence from the insurer, including cancellations and non-renewal notices.
- Right to request claims information from the insurer.

This policy does not apply to liability arising out of conduct of any partnership or joint venture, past or present, of which the insured is a partner, or member and which is not designated on the policy as a Named Insured.

Location Schedule

| Loc | Bldg | Address |
|-----|------|-------------------------------------------------|
| 1 | | 1000 E. Port Marina Drive, Hood River, OR 97031 |

Inland Marine - Transit (Bridge)

| Issuing Company | Policy Number | Policy Term |
|------------------------------|---------------|------------------------|
| Illinois Union Insurance Co. | TBD | 1/31/2025 to 1/31/2026 |
| AM Best Rating: A++, XV | | |
| Non-Admitted | | |

Coverages

| Description | 2023-2024 | 2024-2025 | 2025-2026 |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy Form | ACE Engineered Risk Manuscript Form | ACE Engineered Risk Manuscript Form | ACE Engineered Risk Manuscript Form |
| Description & Location of Property | Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment. | Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment. | Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment. |
| Limit of Insurance | \$172,424,888 | \$100,000,000 | \$40,000,000 |
| Coverage Territory | The fifty states comprising the United States of America, including the District of Columbia | The fifty states comprising the United States of America, including the District of Columbia | The fifty states comprising the United States of America, including the District of Columbia |
| Coverages | All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue | All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue | All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue |
| Coinsurance | None | None | None |

| Description | 2023-2024 | 2024-2025 | 2025-2026 |
|-----------------------------------------------------------------|---------------------------------|---------------------------------------|---------------------------------|
| Valuation | REPLACEMENT COST if actually | REPLACEMENT COST if actually | REPLACEMENT COST if actually |
| | repaired or replaced within 24 | repaired or replaced within 24 | repaired or replaced within 24 |
| | months, otherwise ACTUAL CASH | months, otherwise ACTUAL CASH | months, otherwise ACTUAL CASH |
| | VALUE | VALUE | VALUE |
| Notice of Cancellation | 60 days notice of cancellation | 60 days notice of cancellation except | 60 days notice of cancellation |
| | except 10 days for nonpayment | 10 days for nonpayment | except 10 days for nonpayment |
| Sublimits - | | | |
| (Sublimits of insurance are part of, and not in addition to the | | | |
| occurrence limit of insurance. | | | |
| The aggregate sublimits of | | | |
| insurance company will pay for during the policy period.) | | | |
| Property Damage | \$148,845,652 | \$100,000,000 | \$40,000,000 |
| Pedestrian Bridge | Included | Included | Included |
| Loss of Revenue | \$23,579,236* | \$28,490,000* | \$7,957,583* |
| | Period of Indemnity – 365 | Period of Indemnity – 365 | Period of Indemnity – 365 |
| | Calendar Days | Calendar Days | Calendar Days |
| Debris Removal | Lessor of 25% of Damage or | Lessor of 25% of Damage or | Lessor of 25% of Damage or |
| | \$2,500,000 Maximum | \$2,500,000 Maximum | \$2,500,000 Maximum |
| Pollution or Contamination | \$100,000 per occurrence and | \$100,000 per occurrence and annual | \$100,000 per occurrence and |
| Clean up | annual aggregate | aggregate | annual aggregate |
| Protection Service Charges | \$50,000 | \$50,000 | \$50,000 |
| Expediting Expenses | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Extra Expense | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Claim Preparation Expenses | \$50,000 | \$50,000 | \$50,000 |
| Transit | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Off-site Storage | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Earth Movement | \$50,000,000 per occurrence and | \$50,000,000 per occurrence and | \$25,000,000 per occurrence and |
| | annual aggregate | annual aggregate | annual aggregate |
| Flood | \$172,424,888 per occurrence | \$100,000,000 per occurrence and | \$40,000,000 per occurrence and |
| | and annual aggregate ALL FLOOD | annual aggregate ALL FLOOD ZONES | annual aggregate ALL FLOOD |
| | ZONES | | ZONES |

Coverages

| Description | 2023-2024 | 2024-2025 | 2025-2026 |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Named Wind Storms | \$172,424,888 | \$100,000,000 | \$40,000,000 |
| Equipment Breakdown | \$25,000,000 Any One Accident Sublimits \$12,500,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage | \$25,000,000 Any One Accident Sublimits \$12,500,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage | \$25,000,000 Any One Accident Sublimits \$12,500,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage |
| Deductibles | | | |
| Damage caused by or resulting from Earth Movement | \$2,000,000 | \$2,000,000 | \$5,000,000 |
| Loss or Damage caused by or resulting from Flood | \$1,000,000 | \$1,000,000 | \$5,000,000 |
| All other Covered Losses | \$500,000 | \$1,000,000 | \$2,500,000 |
| Loss of Revenue | 15 Days | 15 Days | 30 Days |
| Equipment Breakdown – - -Prop Damage/Extra | | | \$2,500,000 |
| Expense | \$250,000 | \$250,000 | |
| -Loss of Revenue | 160 Hours | 160 Hours | |

Coverages

| Exclusions | 2023-2024 | 2024-2025 | 2025-2026 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| Ordinance or Law | Excluded | Excluded | Excluded |
| Asbestos | Excluded | Excluded | Excluded |
| Rust, Mold, Mildew, Fungi, Spores, Bacteria, Wet or Dry Rot, Extremes of Temperature or Humidity | Excluded | Excluded | Excluded |
| Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss of Weight, Marring or Scratching, Shrinkage, Wear & Tear | Excluded | Excluded | Excluded |
| Off Premises Power or Communication Failure | Excluded | Excluded | Excluded |
| Settling, Shrinking, Cracking, Expansion or Contraction in Foundations | Excluded | Excluded | Excluded |
| Errors, Omissions or Deficiency in design, plans, specifications, engineering or surveying | Excluded | Excluded | Excluded |
| Faulty or defective workmanship, material or supplies | Excluded | Excluded | Excluded |
| Nuclear, biological, chemical, radiological | Excluded | Excluded | Excluded |
| Pollution & Contamination | Excluded | Excluded | Excluded |
| Electronic Data/Cyber Risk | Excluded | Excluded | Excluded |

Premium

| Premium | 2023-2024 | 2024-2025 | 2025-2026 | | | |
|-----------------------------------------------------------------------------------------------------|--------------|------------------------------|----------------------------------------------------------------------------------------|--|--|--|
| Annual Rate (per \$100) | \$.0.223563 | \$0.201601 | \$0.141895 | | | |
| Annual Premium | \$376,803 | \$356,651 | \$224,636 | | | |
| OR Surplus Lines Taxes (includes Service Charge SLSC of \$10) | \$7,546.06 | \$7,143.02 | \$4,502.72 | | | |
| OR Fire Marshal Tax | \$1,130.41 | 1,130.41 \$1,069.95 \$673.91 | | | | |
| Total Premium | \$385,479.47 | \$364,863.97 | \$229,812.63 | | | |
| Terrorism Premium (optional – in addition to annual premium/taxes above) | Declined | Declined | \$11,232 | | | |
| 25% Minimum Earned Premium (not including Terrorism) | \$94,201 | \$89,163 | \$58,967 | | | |
| Excess Option to Increase Limits | | | | | | |
| AmWins Non-binding Indication \$25,000,000 Excess of \$40,000,000 (\$65,000,000 total limits) | | | \$270,000 + surplus lines taxes/fees (approx. \$6,220) Approx. total = \$276,220 | | | |
| Grand Total | | | | | | |
| \$65,000,000 Limits | | | \$506,032.63 | | | |

Marketing Summary

| Markets Approached | Markets Approached |
|--------------------------------------------------|--------------------|
| Markel | IFG |
| Swiss RE | Sompo |
| RSUI | Tango |
| Amwins Global Risk – London and European markets | MSIG |
| Axis | AXAXL |
| HDI | AIG |
| Munich Re | Allianz |
| Risksmith | Chubb |
| WRB Specialty | AFM |
| Starr | Liberty Mutual |
| Beazley | Starr |
| Amwins RE | Travelers |
| Arris | Zurich |
| Ascot | |
| AWAC | |
| CF Ins | |
| CNA | |
| Coaction | |
| Ethos | |
| Everest | |
| Falvey | |
| Hartford | |
| Hudson | |
| IAT | |
| Paragon | |
| Riv Partners | |
| RLI | |
| Amwins Global Risk – Bermuda | |
| Kinsale | |

Proposal Acknowledgement

I accept the coverage, terms and conditions as outlined in the proposal presented by Durham and Bates Agency, Inc. I understand the abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. Additional coverage and higher limits may be available. They are only visuals to a basic understanding of coverage. Any change to this proposal as agreed upon by the insured, agent and company is outlined below.

| rnis proposar is accepted as pr | esented for Port of Hood River. | |
|----------------------------------|------------------------------------|------------------------------|
| | | |
| Signature | Title | Date |
| OR | | |
| This proposal with the following | ng changes completed will be accep | oted for Port of Hood River. |
| | | |
| | | |
| | | |
| Signature | Title | Date |

Additional Optional Coverages

Although we are not attempting to name every possible coverage, we call your attention to the following coverages which may not be included in this Insurance Proposal. These coverages may be important to you and may be available upon request.

- Active Shooter Protection
- Aviation Coverage Owned or Non-Owned
- Business Travel Accident both Domestic & International
- Cyber/Internet Liability
- Directors & Officers Liability
- Drone or Unmanned Aircraft Liability and Physical Damage
- Earthquake/Earth Movement Coverage
- Employment Practices Liability
- Epidemic Risk Insurance (Does not cover current Covid-19)
- Fiduciary Liability
- Flood Coverage
- Group Employee Benefit Programs Group Health, Life, Disability, etc.
- *Additional applications and premiums may apply.

- International Coverage Program Liability, Travel Accident, Employer's Liab/WC
- Mold & Fungus
- Personal Homeowners, Renters, Automobile, Umbrella, etc.
- Pollution Insurance (including Underground Storage Tank Insurance)
- Product Recall
- Regulatory Business Interruption (Swine Flu and Other Diseases)
- Full Terrorism Coverage which includes Active Shooter Protection
- Trade Credit Insurance/Accounts Receivable Insurance
- United States Longshore & Harbor Worker's Act (USL&H)

OUR WORK

IS ABOUT THE PEOPLE

We focus on the things people care about, the assets that matter, and the solutions that will impact you and them in a positive and constructive way.

Your Duties In The Event of a Loss

This is for informational purposes only and this overview provides typical claimant duties and expectations in the event of a loss, claim, lawsuit or any occurrence under the policy. Your policy is the sole determination of coverage and the mutual duties and obligations between you and the insurance company. Nothing on this page or in this document changes your policy in any manner. Please read your insurance policy carefully to understand what actions your insurance company expects you to follow.

- Notify Durham and Bates Agencies to expedite and assist in your claim process.
- Notify the insurance company as soon as possible. Note the time, place and
 description of the occurrence and the names with points of contact for any injured
 people and witnesses, including all passengers. Immediately forward copies of any
 demands, notices, summonses or legal papers received in conjunction with an
 occurrence.
- Notify the proper authorities. Contact the police in particular for theft or vandalism claims or if the law may have been broken.
- Do not make any statements (oral or written) without insurance company permission.
 You cannot hinder the insurance company's ability to seek reimbursement for damages
 from responsible parties, therefore, do not assume any obligation, liability, accept any
 offer or reward or make any payment, except for necessary first aid or to immediately
 protect property from further damage.
- Do not abandon your insured property; take all reasonable precautions to protect property immediately after the loss.
- Allow the insurance company to inspect the damaged property prior to repair or disposal.
- Cooperate with the insurance company and their representative(s). Such things as regular communication with the adjustor, answering questions about the occurrence under oath, helping obtain and give evidence, attending hearings and trials and getting witnesses to testify are all generally expected.
- File proof of loss within a set amount of time with the insurance company. This is
 usually a sworn statement setting forth the interest of the Named Insured and of all
 others in the property affected, any encumbrances, the value of the property at the
 time of the loss, the amount, place, time and cause of such loss, and the description
 and amounts of all other insurance covering such property.

A.M. BEST – Rating & Analysis

The objective of Best's rating system is to provide an opinion as to an insurer's financial strength and ability to meet ongoing obligations to policyholders. Their opinions are derived from evaluations of a company's balance sheet strength, operating performance and business profile as compared with Best's quantitative and qualitative standards. These rating classification as shown below:

| Rating Classification | Ability |
|-----------------------|-------------------|
| A++, A+ | Superior |
| A, A- | Excellent |
| B++, B+ | Very Good |
| В, В- | Adequate |
| C++, C+ | Fair |
| C, C- | Marginal |
| D | Very Vulnerable |
| E | State Supervision |

| "Not Assigned" Classification | Explanations |
|----------------------------------|--------------------------------------|
| NA – 1 | Special Data Filing |
| NA – 2 | Less than Minimum Size |
| NA – 3 | Insufficient Operating Experience |
| NA – 4 | Rating Procedure Inapplicable |
| NA – 5 | Significant Change |
| NA – 6 | Reinsurance by Unrated Reinsurer |
| NA – 8 | Incomplete Financial Information |
| NA – 9 | Company Request |

Financial Size Categories (FSC)

To enhance the usefulness of their ratings, A.M. Best assigns each company a Financial Size Category (FSC). The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity. These categories are as follows:

| Class | Range in 000's |
|-------|--------------------|
| I | Up to 1,000 |
| II | 1,000 to 2,000 |
| III | 2,000 to 5,000 |
| IV | 5,000 to 10,000 |
| V | 10,000 to 25,000 |
| VI | 25,000 to 50,000 |
| VII | 50,000 to 100,000 |
| VIII | 100,000 to 250,000 |

| Class | Range in 000'S |
|-------|------------------------|
| IX | 250,000 to 500,000 |
| X | 500,000 to 750,000 |
| XI | 750,000 to 1,000,000 |
| XII | 1,000,000 to 1,250,000 |
| XIII | 1,250,000 to 1,500,000 |
| XIV | 1,500,000 to 2,000,000 |
| XV | 2,000,000+ |
| | |

Surplus Lines Waiver Agreement

The undersigned hereby acknowledges that **Durham and Bates Agency, Inc.** has fully explained the risks of placing coverage with a surplus lines company and understands that this coverage is not subject to the protection and benefits of the **Oregon Insurance Guarantee Association**.

The undersigned expressly waives any and all rights against the agency or its personnel if the surplus lines carrier fails to honor any claims or return of premiums. In consideration for the agency's assistance in placing such coverage, the undersigned agrees to hold the agency, its owners, agents, employees, etc. harmless for any direct or indirect damages arising out of the failure of the surplus lines company to fulfill any of its obligations at any time and in any manner.

| Company Name: | |
|----------------------------|--|
| Name of Authorized Person: | |
| Signature: | |
| Date: | |

Prepared by: Debbie Smith-Wagar, Finance Director

Date: January 21, 2025

Re: Resolution No. 2024-25-17 - Tollbooth Closure



BACKGROUND

At the December 17, 2024, Board meeting, the Commission directed staff to explore the feasibility of permanently closing the Hood River-White Salmon Interstate Bridge toll booth. Based on further review, staff recommends closure and transition to electronic tolling, effective April 1, 2025. This follows a 7% decline in traffic and toll revenue, necessitating a shift in toll collection methods to maintain financial sustainability.

The success of nighttime toll booth closures and the increased use of electronic tolling have demonstrated the effectiveness of this approach. Additionally, a growing number of customers are moving away from using cash, making electronic tolling a more efficient and convenient solution. The toll booth closure is also in line with the planned transition to the new bridge, which will operate exclusively with electronic tolling.

Recognizing the impact on toll booth employees, the Port is committed to supporting them during this transition by offering severance benefits, including salary severance, COBRA health insurance, unemployment benefits, job search resources, and retirement assistance.

ISSUE

With the 7% decrease in traffic and revenue, the Port proposes the toll booth closure and transition to electronic tolling, effective April 1, 2025. This will create cost savings for reinvestment in bridge maintenance and operations.

RECOMMENDATION

Staff seeks Board approval for the toll booth closure and electronic tolling transition, effective April 1, 2025, and approval of the severance package and support measures for affected employees as outlined in Resolution No. 2024-25-17.

BUDGET IMPACT:

Closing the toll booth will save the Port approximately \$100,000. The largest cost savings will be in personnel; the largest additional cost will be in processing a large volume of invoices for license plate recognition (LPR). Port staff currently process LPR for overnight traffic, but the daytime LPR would increase this work by four to five times the current volume. Continuing to process LPR in-house would require a significant one-time investment in printing/folding/sorting equipment. Instead of continuing this process in-house, staff recommends pursuing a printing/mailing contract with a company that specializes in this type of service. The next action item on the agenda has more information about this type of service.

The total estimated budget impact for the recommended severance package is approximately \$100,000. This amount has been budgeted and includes:

1. Severance Packages:

- Salary Severance:
 - Full-Time Employees: Two months of full-time pay.
 - Part-Time Employees: Average weekly hours over Q4 2024 multiplied by eight weeks.
- Paid Benefits:
 - Accrued earned leave (vacation) payouts.
- 2. Health Insurance (COBRA):
 - The Port will cover one month of COBRA premiums for affected employees.
- 3. Unemployment Benefits:
 - An estimated 12 weeks of unemployment benefits.
- 4. Job Placement Assistance:
 - Information on local employment resources, including the Oregon Employment Department and WorkSource Center in Hood River.
- 5. Retirement Guidance:
 - Contact information for the Public Employees Retirement System (PERS).

SUGGESTED MOTION:

Move to approve Resolution No. 2024-25-17 for the permanent closure of the toll booth and transition to all electronic tolling, effective April 1, 2025, including the severance package and support measures for affected employees.

ATTACHMENTS:

Severance Package Severance Agreement Resolution No. 2024-25-17

Port of Hood River

Severance Packages

The severance package includes the following items:

- 1 Termination Letter
- 2 Severance Agreement
- 3 Salary & Benefit Severance (Checks)
- 4 COBRA Information
- **5** PERS Information
- 6 Unemployment Information

Budget Impact

Total Salary & Benefit Severance \$73,737.69
Estimated Unemployment Cost \$26,010.01
\$99,747.70

This page intentionally left blank.

Port of Hood River

Salary & Benefit Severance

| Full-Time | Severance Hours | Gr | oss Wage | FI | ICA SOC ER | FIC | A MED ER | PL | O ER | Une | mployment | P | ERS ER 1,2 | PERS ER 3 | Н | ealth Insurance | | To | tal per Employee |
|-----------|-----------------|----|-----------|----|------------|-----|----------|------|-------|-----|-----------|----|------------|----------------|----|-----------------|----------------|----|------------------|
| | 1280 | \$ | 33,126.40 | \$ | 2,053.84 | \$ | 480.33 | \$ 1 | 32.51 | \$ | 331.26 | \$ | 1,640.81 | \$ 4,147.15 | \$ | 5,185.00 | \$ 5,122.86 | \$ | 52,220.16 |
| | | | | | | | | | | | | | | | | | | | |
| Part-Time | Severance Hours | Gr | oss Wage | FI | ICA SOC ER | FIC | A MED ER | PL | O ER | Une | mployment | P | ERS ER 1,2 | PERS ER 3 | | | | To | tal per Employee |
| | 784 | \$ | 16,365.73 | \$ | 1,014.68 | \$ | 237.30 | \$ (| 65.46 | \$ | 163.66 | \$ | - | \$ 2,787.08 | | | \$ 883.62 | \$ | 21,517.53 |

Taxes

0.40%

1.45%

6.20%

Number of weeks between 10/1/2 92 days / 7 = 13.14 weeks

Oregon Employment Department Rules

Weekly Benefit Amount

1.25% of the employee's total wages during the two highest-earning quarters in ther base period.

| Full-Time | 1Q | 2Q | 3Q | 4Q | Highest Q 1 | Highest Q2 | Calculated Benefit | Benefit per Week | Estimate: 12W |
|-----------|-----------------|-----------|--------------|--------------|--------------|--------------|--------------------|------------------|---------------|
| | \$ 46,071.45 \$ | 54,702.81 | \$ 49,181.80 | \$ 52,107.22 | \$ 53,186.54 | \$ 57,493.50 | \$ 1,383.50 | \$ 1,383.50 | \$ 16,602.01 |
| | | | | | _ | | | | |
| Part-Time | 1Q | 2Q | 3Q | 4Q | Highest Q 1 | Highest Q2 | Calculated Benefit | Benefit per Week | Estimate: 12W |
| | \$ 7,868.52 \$ | 12,765.19 | \$ 12,779.01 | \$ 28,466.76 | \$ 15,822.22 | \$ 28,466.76 | \$ 553.61 | \$ 784.00 | \$ 9,408.00 |

^{*}State's minimum benefit is \$196.00 per week

SEVERANCE AGREEMENT AND RELEASE

| This Severance Agreement and Release ("Agreement") is made and entered into between the Port of Hood River ("Employer") and ("Employee"), collectively referred to herein as Parties. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RECITALS |
| WHEREAS, Employee has been employed by the Employer as a; and |
| WHEREAS, the Employer is planning to eliminate this position; and |
| WHEREAS, the Employer wishes to recognize Employee's service to the Employer and to provide a severance to acknowledge Employee's contribution to the Port of Hood River and to ensure that there are no unresolved matters among them relating to Employee's employment with the Employer. As such, the parties agree to the following: |
| AGREEMENT |
| NOW, THEREFORE, in consideration of the mutual promises among the parties, IT IS AGREED as follows: |
| 1. In consideration for Employee's release and other obligations entered into in this Agreement, Employer agrees to pay the Employee \$ |
| 2. In exchange for the consideration listed in paragraph 1 above, Employee irrevocably and unconditionally releases, waives, and covenants not to sue on behalf of themself, and on behalf of their heirs, representatives, successors, and assigns, all claims of any kind against the Employer relating to Employee's employment with the Employer. The waiver and release of claims in this Agreement are intended to be broad and comprehensive and to reach the maximum scope and extent permitted by law. Specifically, and not by way of limitation, Employee hereby forever releases, acquits, and discharges the Employer, including its past and present elected and appointed officials, managers, supervisors, administrators, employees, agents, attorneys, assigns, successors, and insurers ("Released Parties"), from and against any and all claims, demands and causes of action, whether such claims, demands, or causes of action are known or unknown as of the date this Agreement is |

- 1 -

{00928785; 1 }

executed, pending or not pending, liquidated or unliquidated, of every kind and nature whatsoever, which Employee has or had against the Employer or any other Released Party,

- arising out of any act or matter occurring on or before the date this Agreement is executed relating to Employee's employment with the Employer, excepting therefrom, any claims arising out of any breach of this fully executed Agreement.
- 3. The foregoing release, waiver, and promise not to sue includes any and all known or unknown, asserted or unasserted, claims arising out of their employment or in any way related to their employment with the Employer or the circumstances surrounding his separation therefrom for: wages; monies; damages; equitable relief; employment, reemployment or reinstatement to employment; attorney fees; costs; emotional distress; stress; punitive, liquidated, exemplary or non-compensatory damages of any kind or type; and all other relief for injuries known or unknown, asserted or unasserted, as of the date this Agreement is executed. The foregoing release also includes, but is not limited to, any known or unknown, asserted or unasserted, claims brought pursuant to any state, federal or local law, regulation, ordinance or any other authority, including, but not limited to, any claim for compensation in any form, and any claim arising under any express or implied contract (including any applicable collective bargaining agreement), including, but not limited to any Oregon, federal or other statute pertaining to wages, conditions of employment or discrimination in employment, including, but not limited to, any claim under: ORS Chapters 652, 653, 654, 657, 659, and 659A, et seq.; Title VII of the Civil Rights Act of 1964; the Post Civil War Civil Rights Act as currently codified at 42 U.S.C. § 1981-1988; the Civil Rights Act of 1991; ERISA, as currently codified at 29 U.S.C. §§ 1001, et seq.; the Equal Pay Act of 1963; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Genetic Discrimination and Non-Disclosure Act; the Vietnam Era Veterans' Readjustment Act; the Walsh-Healy Act; the Contract Work Hours and Safety Standards Act; the Rehabilitation Act of 1973; the Davis-Bacon Act; Executive Order 11246; the Public Employee Collective Bargaining Act. Employee further represents that they do not have any workers' compensation claims against the Employer. Additionally, the waiver and release of claims stated above do not prevent Employee from filing an administrative charge or complaint with the Equal Employment Opportunity Commission or other state and federal enforcement agencies, or from cooperating with the investigation or enforcement of such administrative complaints. Employee understands and agrees, however, that Employee's waiver and release forever and completely bars Employee from receiving any form of monetary damages (such as back or front pay, attorney fees, etc.) or non-monetary relief (such as reinstatement and reemployment) in connection with any such administrative complaints.
- 4. This release also includes a waiver and release of any right Employee may have under the Age Discrimination in Employment Act ("ADEA") and the Older Worker Benefits Protection Act (OWBPA). Pursuant to the requirements of the ADEA and the OWBPA, Employee acknowledges that they have been advised: (a) that this release includes, but is not limited to, all rights or claims arising under the ADEA and OWBPA up to and including the date of executive of this release; (b) to fully consider this release before executing it and that

Employee has been afforded ample time and opportunity, in excess of twenty-one (21) days, to do so, and (c) that this release shall become effective and enforceable the eighth (8) day after Employee signs this Agreement, provided Employee does not revoke acceptance of this Agreement by delivering written notification to the Employer Administrator before that time. By the signature below, Employee acknowledges that Employee was counseled by the Employer to seek the advice of an attorney prior to signing this Agreement and that Employee did in fact seek such independent advice and counsel and that Employee has entered into this Agreement on the advice of said counsel.

Under the ADEA, Employee may change their mind and revoke the release of ADEA claims on at any time during the seven (7) calendar days immediately following the date they sign this Agreement. If Employee chooses to revoke the release of ADEA claims pursuant to this clause, then Employer will have the option of: (a) continuing to enforce the remainder of this Agreement apart from whatever ADEA claims Employee might assert, or (b) revoking the entire Agreement as to Employee due to the revocation and returning to the status quo as it existed prior to Employee's execution of this Agreement. Employee acknowledges that the consideration outlined in paragraph 1 includes consideration for release of claims pursuant to this paragraph 4 and that in the event the Employee revokes the ADEA release set forth herein, they will not receive \$______.

EMPLOYEE AND EMPLOYER UNDERSTAND THAT EMPLOYEE MAY WAIVE THE 21-DAY CONSIDERATION PERIOD PROVIDED FOR BY THE ADEA BY SIGNING THIS AGREEMENT AND DELIVERING IT TO THE EMPLOYER PRIOR TO THE TIME ALLOWED.

- 5. Employee and Employer agree that in the event a request for references or information related to the Employee's employment with the Employer is directed to the Employer, the Employer will only provide the dates of employment in addition to the position held.
- 6. In the event Employee applies for unemployment insurance benefits, nothing in this Agreement shall preclude the Employer from providing accurate information to the Employment Division regarding the facts leading to their separation from employment or this Agreement. If the Employment Division determines that benefits should be paid, the Employer will not appeal the decision unless Employee claims the Employer acted in violation of any laws or regulations. Employee acknowledges that all unemployment decisions are not within the Employer's control as that authority vests with the state Employment Department.
- 7. The parties agree that this Agreement is not an admission of liability (which liability is expressly denied), and is not-precedent setting for any future situation that may arise.
- 8. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Oregon.

{00928785; 1 }

- 9. The Parties have reviewed, revised, and negotiated or had the opportunity to negotiate the terms, conditions, and language of this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Employee further acknowledges, warrants, represents, and agrees that in executing and delivering this Agreement, they do so freely, knowingly, and voluntarily, and they are fully aware of the contents and effect thereof and that such execution and delivery is not the result of any fraud, duress, mistake, or undue influence whatsoever.
- 10. The Parties acknowledge, warrant, represent, and agree that they: (a) signed this Agreement freely, knowingly, and voluntarily; (b) had an opportunity to and did discuss this Agreement's terms and the implications thereof with legal counsel; and (c) are fully aware of the contents and effect of the terms of this Agreement.
- 11. This Agreement sets forth the entire agreement among the Parties and fully supersedes any and all prior agreements or understandings, whether oral or in any writing, among the Parties relating in any way to the subject matter of Employee's separation from employment. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties, and must specifically state that it was intended to amend this Agreement. If any of the provisions of this Agreement are declared or determined by any governmental agency or court to be illegal, invalid, or otherwise unenforceable, the remaining portions, terms and provisions shall nonetheless remain in full force and effect.

This Agreement consists of five (5) pages including signature pages.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF BOTH KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS AGREEMENT, EMPLOYEE WILL WAIVE ALL RIGHTS TO ASSERT ANY CLAIMS AGAINST THE EMPLOYER BASED IN WHOLE OR IN PART ON EMPLOYEE'S EMPLOYMENT AT THE PORT OF HOOD RIVER. EMPLOYEE ACKNOWLEDGES THEY HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT.

| e executed this Agreement as of the day and |
|---------------------------------------------|
| |
| NAME, Employee |
| |
| |

PORT OF HOOD RIVER

Resolution No. 2024-25-17

A RESOLUTION AUTHORIZING THE CLOSURE OF THE HOOD RIVER-WHITE SALMON INTERSTATE BRIDGE TOLL BOOTH

WHEREAS, the Port of Hood River ("Port") is committed to ensuring the efficient and sustainable operation of the Hood River-White Salmon Interstate Bridge (the "Bridge"); and

WHEREAS, the Port has experienced a 7% decline in bridge traffic and toll revenue, necessitating a review of operational expenditures; and

WHEREAS, the closure of the toll booth will result in significant cost savings that can be redirected toward future bridge maintenance and repairs; and

WHEREAS, the success of nighttime toll booth closures and the increased use of electronic tolling has demonstrated the effectiveness and reliability of cashless tolling systems; and

WHEREAS, as fewer people are using cash, electronic tolling has become a more convenient and efficient solution for bridge customers; and

WHEREAS, the closure of the toll booth aligns with the planned transition to the new bridge, which will utilize electronic tolling exclusively, ensuring a seamless transition for customers; and

WHEREAS, the Port recognizes the contributions of its toll booth employees and is committed to supporting them during this transition by offering severance benefits, including salary severance, COBRA health insurance coverage, unemployment benefits, job search resources, and retirement resources.

WHEREAS, the Port Commission wants the Port Executive Director to sign all individual severance agreements that formalize and authorize the terms of the severance packages for affected employees; and

WHEREAS, the Port will engage in public outreach to ensure customers are informed about the changes and the benefits of electronic tolling, including using website updates, signage, and customer communication channels.

WHEREAS, the Port will provide support for customers transitioning to electronic tolling, including providing clear instructions, offering assistance with account setup, and exploring measures to ensure flexibility for those new to electronic tolling; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF HOOD RIVER:

1. The toll booth at the Hood River Bridge shall be permanently closed effective April 1, 2025.

- 2. All tolling operations shall transition to an electronic tolling system, effective April 1, 2025, to improve efficiency and customer convenience.
- 3. The cost savings realized from this closure will be allocated toward future bridge maintenance and other operational needs.
- 4. The Port will provide comprehensive support to affected employees during this transition, by offering severance benefits, including salary severance, COBRA health insurance coverage, unemployment benefits, job search resources, and retirement resources.
- 5. The Port Commission authorizes the Port Executive Director to sign all individual severance agreements that formalize and authorize the terms of the severance packages for affected employees.
- 6. The Port shall engage in public outreach to ensure customers are informed about the changes and the benefits of electronic tolling.
- 7. The Port will provide assistance to customers transitioning to electronic tolling, including support for account setup and flexibility with payment methods.
- 8. This resolution shall take effect immediately upon its adoption.

ADOPTED by the Board of Commissioners of the Port of Hood River this 21 day of January 2025.

| SIGNED |
|---------------------------|
| Kristi Chapman, President |
| ATTEST |
| |
| Michael Fox, Secretary |

Prepared by: Debbie Smith-Wagar Date: January 21, 2025

Re: RFP Issuance for Invoice Printing and

Mailing Services



BACKGROUND:

The Port is in the process of transitioning to an all-electronic tolling system for the Hood River-White Salmon Interstate Bridge. This transition is aimed at eliminating the need for the toll booth and streamlining the toll collection process by leveraging the Port's BreezeBy tolling system. The goal is to complete this transition by March 31st, with electronic tolling set to begin on April 1st.

As part of this transition, the Port plans to outsource the printing and mailing of toll invoices to a third-party Contractor. This will help ensure timely and accurate communication with bridge users and provide more efficient operations.

ISSUE:

With the closure of the toll booth there will be a significant increase in toll crossing invoices that will need to be printed and mailed. Due to the shift from manual toll collection to electronic tolling, the volume of invoices is expected to rise by approximately 625,000 per year (the number varies significantly depending on time of year), to a total annual amount of 775,000. Given this substantial increase, outsourcing the printing and mailing of toll invoices to a third-party contractor is necessary to ensure the efficient and timely handling of these additional tasks.

RECOMMENDATION:

Staff recommends that the Port Commission approve moving forward with the RFP process for Invoice Printing and Mailing Services. This will ensure the Port is prepared to handle the increased volume of toll-related activities resulting from the toll booth closure and the implementation of the electronic tolling system.

BUDGET IMPACT:

If the Port chose to do the processing in house, we have estimated that it would cost approximately \$450,000 per year. We anticipate that this contract will save us about one-third or more of that cost. We do not currently have equipment that can handle that volume of printing, folding, and sorting. Our volume will also fluctuate significantly between seasons, so we would need to rely on seasonal employees to handle the summer volume. If we deem that the responses to this proposal do not save us money then we will not move forward with contracting this out and will instead keep the process in house.

SUGGESTED MOTION:

Move to approve the issuance of a Request for Proposal for Invoice Printing and Mailing Services to support the transition to electronic toll collection for the Hood River Bridge.

ATTACHMENTS:

RFP Document

This page intentionally left blank.

REQUEST FOR PROPOSALS

Date of Issue: January 22, 2025



PORT OF HOOD RIVER 1000 E. PORT MARINA DRIVE HOOD RIVER, OR 97031 (541) 386-1645

INVOICE PRINTING AND MAILING SERVICES

Debbie Smith-Wagar, Finance Director dsmith-wagar@portofhoodriver.com

SUBMITTALS DUE: FEBRUARY 7, 2025, AT 3:00 PM LATE PROPOSALS WILL NOT BE ACCEPTED

Note that there will not be a pre-offer conference

Proposals will be opened in the Port of Hood River Conference Room on February 7, 2025 at 4:00 PM

Table of Contents

| 1.00 | ADVERTISEMENT, NOTICE INFORMATION AND PRE-PROPOSAL CONFERENCE | 3 |
|---------------------|---------------------------------------------------------------|----|
| 1.01 | ADVERTISEMENT | 3 |
| 1.02 | PUBLIC NOTICE | 3 |
| 1.03 | SOLICITATION LAW AND RULES | |
| 2.00 | PURPOSE, BACKGROUND AND SCOPE OF WORK | 4 |
| 2.01 | PURPOSE | 4 |
| 2.02 | BACKGROUND | 4 |
| 2.03 | SCOPE OF WORK | |
| 2.04 | ESTIMATED SCHEDULE | 5 |
| 3.00 | PROCUREMENT REQUIREMENTS | |
| 3.01 | PROPOSAL SUBMISSION | |
| 3.02 | RFP PROTEST AND REQUEST FOR CHANGE | |
| 3.03 | PROTEST OF PROPOSER SELECTION | |
| 3.04 | COST OF PREPARATION OF RESPONSE | |
| 3.05 | PROPOSAL REJECTION AND SOLICITATION CANCELLATION | |
| 3.06 | MINOR INFORMALITIES | |
| 3.07 | INITIAL NEGOTIATIONS | |
| 3.08 | SUBSEQUENT NEGOTIATIONS | |
| 3.09 | DISPUTES | |
| 3.10 | CLARIFICATION OF RESPONSES | |
| 3.11 | REFERENCES | |
| 3.12 | COLLUSION | |
| 3.13 | OREGON FALSE CLAIMS ACT | |
| 3.14 | PUBLIC RECORDS | |
| 3.15 | CONFIDENTIAL OR PROPRIETARY INFORMATION: | |
| 3.16 | CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS | |
| 3.17 | | |
| 4.00 | PROPOSAL EVALUATION AND SELECTION PROCESS | |
| 4.01 | WRITTEN PROPOSAL EVALUATION | |
| 4.02 | INTERVIEWS AND INTERVIEW EVALUATION | |
| 4.03 | WRITTEN EVALUATION CRITERIA | |
| 4.04 | INTERVIEW EVALUATION CRITERIA | |
| 4.05 | PREFERENCS | |
| | CONTRACT TERMS AND CONDITIONS | |
| 5.01 | THE PORT OF HOOD RIVER PROCUREMENT CONTRACT | |
| 5.02 | INSURANCE REQUIREMENTS | |
| 5.03 | LEGAL COMPLIANCE | |
| 5.04 | RECYCLABLE PRODUCTS | |
| 5.05 6.00 | SILENCE OF SPECIFICATION | |
| | Attachment A: Sample Procurement Contract | _ |
| 6.01 6.02 | Attachment A: Sample Procurement Contract | |
| 6.02 | | |
| 0.03 | ALIGUIII CII C. NEIEIEILE FUIII | 13 |

1.00 ADVERTISEMENT, NOTICE INFORMATION AND PRE-PROPOSAL CONFERENCE

1.01 ADVERTISEMENT

REQUEST FOR PROPOSALS Invoice Printing and Mailing Services

The Port of Hood River, hereinafter called the "Port", is seeking proposals from qualified Contractors to provide Invoice Printing and Mailing Services ("Project"). These services will support the Port's BreezeBy tolling system, which manages toll collection for the Hood River-White Salmon Interstate Bridge. The selected firm will handle the printing, processing, and mailing of toll invoices to ensure timely and accurate communication with bridge users.

Proposals must be addressed to Debbie Smith-Wagar, Finance Director, Port of Hood River, and submitted by 3:00 P.M. PDT on February 7, 2025. Proposals may be delivered via email to dsmith-wagar@portofhoodriver.com or in person to the Port office at 1000 E. Port Marina Drive, Hood River, OR 97031. Late submissions will not be accepted.

Project: Invoice Printing and Mailing Services

Issuance Date: January 22, 2025

Proposal Due Date and Time: February 7, 2025 at 3 PM (PST)

Proposals will be opened in the Port of Hood River Conference Room at 4:00 PM on February 7, 2025

1.02 PUBLIC NOTICE

The Port of Hood River, hereinafter called the "Port", is seeking proposals from qualified Contractors to provide Invoice Printing and Mailing Services ("Project"). These services will support the Port's BreezeBy tolling system, which manages toll collection for the Hood River-White Salmon Interstate Bridge. The selected Contractor will handle the printing, processing, and mailing of toll invoices to ensure timely and accurate communication with bridge users.

Contractors with the capability to provide these services, including printing an estimated 10,000 to 20,000 invoices per week (with up to 20,000 during the busy season from May to September), are invited to submit a proposal for consideration.

Electronic copies of this RFP and attachments, if any, can be obtained on the Port website at https://www.portofhoodriver.com/rfp-bid-center. Beginning January 22, 2025, a complete solicitation document, including scope of work may be examined or purchased during normal business hours at:

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

There will be a \$35 nonrefundable charge for each printed copy of the solicitation document.

There will be no pre-Offer conference.

If, after downloading and reading the information provided in the RFP you have inquiries, please contact Debbie Smith-Wagar, Finance Director at (541) 386-1645 or e-mail: dsmith-wagar@portofhoodriver.com.

1.03 SOLICITATION LAW AND RULES

This RFP and any resulting Contract are governed by Oregon law. Specific laws and rules that govern the solicitation process are found in Oregon Revised Statutes (ORS Chapters 279A and 279B) and Administrative Rules of the Oregon Department of Administrative Services (OAR Chapter 137 Division 047). The RFP and resulting Contract may be subject to other applicable laws and rules.

2.00 PURPOSE, BACKGROUND AND SCOPE OF WORK

2.01 PURPOSE

The Port of Hood River is seeking a qualified Contractor to provide Invoice Printing and Mailing Services to support the Port's BreezeBy tolling system by ensuring the accurate and timely delivery of toll invoices to bridge users.

2.02 BACKGROUND

The Port is transitioning to an all-electronic tolling system for the Hood River-White Salmon Interstate Bridge. The goal is to complete this transition by March 31st, with electronic tolling set to begin on April 1st. This change will eliminate the need for the toll booth and streamline the toll collection process by leveraging the Port's BreezeBy tolling system.

As part of this transition, the Port plans to outsource the printing and mailing of toll invoices to a third-party Contractor. To facilitate this process, the BreezeBy system will need to generate and export invoice data files in a specified format for the selected Contractor. The Port anticipates this format to be similar to standard text files used in other industries, such as utility billing, which are organized in a predetermined layout.

This RFP aims to identify a qualified Contractor experienced in handling high-volume invoice printing and mailing services while seamlessly integrating with the Port's invoicing workflow.

2.03 SCOPE OF WORK

Contractor Tasks/Responsibilities

The Contractor will provide invoice printing and mailing services to the Port for the BreezeBy tolling system. These services must be cost-effective, accurate, and completed in a timely manner.

The Contractor must:

- Print and mail approximately 10,000 to 20,000 invoices per week, with up to 20,000 invoices during the busy season (May to September), with invoices processed and mailed twice a week on Wednesdays and Fridays.
- Receive electronic data files from Port or third party by remote means and process the data to generate printed invoices.
- Provide materials, including Port-approved invoice stock and envelopes.
- Perform printing, folding, inserting, and mail processing services.
- Design, print, store, and insert informational inserts as requested by the Port.
- Ensure compatibility with the Port's invoicing file format, allowing the Contractor to easily process and print invoices.
- Coordinate any design or layout changes with the Port and ensure approval before implementation.

- Provide electronic PDF copies of all invoice submissions.
- Optimize the mailing address database to minimize undeliverable mail and report how this will be achieved.
- Designate a primary representative to address issues and questions from the Port.
- Be responsive and available by phone and email during standard business hours.

Note: There may be instances when the third-party provider of invoices to the Port interacts directly with the Contractor to facilitate the printing and mailing process. The Contractor may be required to coordinate with this third party as necessary.

Port Responsibilities:

- Provide the file layout for invoices.
- Collaborate with the Contractor on invoice layout and content updates.
- Approve invoice stock and envelope materials.

Compliance with ORS 282.210

The Contractor must perform all work within the State of Oregon as per ORS 282.210. Exceptions are permissible only if:

- The work cannot be performed within the state.
- The lowest price for performing the work within the state exceeds prices for similar services elsewhere.
- Proposals for the work, in part or whole, are excessive and not reasonably competitive.

Schedule

The Contractor must print and mail invoices within 1 Business Day of receiving invoice files from the Port or third party. For this RFP, a Business Day is defined as Monday through Friday from 9 a.m. to 5 p.m. Pacific Time, excluding weekends and public holidays.

Highest Standards

Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services that the Port is purchasing.

2.04 ESTIMATED SCHEDULE

This schedule is a tentatively proposed timeline and may be subject to change.

| RFP issue date: | January 22, 2025 |
|-------------------------------------------------------|-----------------------------|
| Closing/proposal submittal deadline: | February 7, 2025 |
| Bid Opening in the Port of Hood River Conference Room | February 7, 2025 at 4:00 PM |
| Interviews (If conducted) | February 10-12, 2025 |
| Notice of Intent to Enter into Negotiations: | February 19, 2025 |
| *Negotiations begin: | February 20, 2025 |
| Protest Deadline: | February 27, 2025 |
| Contract approval: | February 28, 2025 |
| Contract start/Notice to Proceed: | March 3, 2025 |

^{*}Proposer, by submitting a Proposal, commits to and will be expected to make best efforts to accommodate the negotiation schedule above if selected for intent to award.

3.00 PROCUREMENT REQUIREMENTS

3.01 PROPOSAL SUBMISSION

Proposals will not be accepted after the closing date/time as stated on page one (1) of this RFP or as may be extended by any subsequently issued Addenda. The full Request for Proposal (RFP) is available at: https://www.portofhoodriver.com/rfp-bid-center. The Finance Director is the sole point of contact for all questions, concerns, and protests.

Proposal Submission Instructions:

- Proposals must be submitted electronically to Debbie Smith-Wagar, Finance Director, at <u>dsmith-wagar@portofhoodriver.com</u> with "Request for Proposals - Invoice Printing and Mailing Services" in the subject line.
- Physical proposals may also be submitted and should be addressed to:

Request for Proposals - Invoice Printing and Mailing Services
Attn: Debbie Smith-Wagar, Finance Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

- The proposal should address each evaluation criterion in the order outlined in this RFP.
- Proposals should not exceed 18 pages, excluding attachments, reports, or resumes.
- Do not include sales or promotional materials.
- Proposals that do not conform to these guidelines may be penalized in the evaluation process for excessive length or difficulty in locating responses to evaluation criteria.

3.02 RFP PROTEST AND REQUEST FOR CHANGE

Prospective Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification, or Contract term contained in the RFP no later than five (5) calendar days prior to the Proposal deadline set in the RFP. Protests shall follow the requirements set forth in OAR 137-047-0730. Each protest or request for change must include the reasons for the protest or request and any proposed changes to the RFP provisions, specifications, or Contract terms. The Port will not consider any protest or request for change submitted after the submission deadline. Protests shall be sent to the designated Port of Hood River contact for proposer selection protests at the address specified in Section 3.03 of this RFP. If the Port determines that additional information or interpretation is necessary, such information or interpretation will be provided in Addenda that will be posted to the project page on the Port's website. All such Addenda shall have the same binding effect as though contained in the main body of this RFP.

Oral instructions or information concerning the specifications of the Project from Port managers, employees, or agents to prospective Proposers shall not bind the Port. The Port shall issue all Addenda no less than five (5) calendar days prior to the Proposal deadline.

3.03 PROTEST OF PROPOSER SELECTION

The Port will provide to all Proposers a copy of the Selection Notice that was sent to the highest-ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest-ranked Proposer may submit a written protest of the selection to the Port no later than five (5) business days after the date of the Selection Notice as listed on the project page of

the Port's website. Protests must be submitted in writing (via email or other written format) to the designated Port contact. The Port will address all timely submitted award protests that are in accordance with OAR 137-047-740.

Protests shall be in writing and physically received by the Port no later than 4:00 p.m. on the fifth (5) business day after the date of issuance of the Selection Notice. Protests may be submitted via email or other written format. Address protests to:

Attn: Debbie Smith-Wagar PORT OF HOOD RIVER 1000 E. Port Marina Drive Hood River, OR 97031

Email: dsmith-wagar@portofhoodriver.com

Protests not filed within the time specified in paragraph 1, Section 3.03, above, or which fail to meet the requirements of OAR 137-047-740 shall be rejected.

3.04 COST OF PREPARATION OF RESPONSE

Each Proposer is responsible for all costs incurred in Proposal preparation and participation in the Proposal evaluation, Award and Contract negotiation processes.

3.05 PROPOSAL REJECTION AND SOLICITATION CANCELLATION

The Port may reject any and all Proposals prior to Contract execution and may cancel this RFP at any time if the Port believes it is in the public interest to do so. The Port is not liable for any costs or expenses incurred by RFP cancellation or Proposal rejection.

3.06 MINOR INFORMALITIES

The Port may waive minor informalities in Proposals. Minor informalities are: (1) matters of form rather than substance when evident in the Proposal, or (2) insignificant mistakes that can be waived or corrected without prejudice to other Proposers. The Port, in its sole discretion, may waive minor informalities or allow a Proposer to correct them. Examples of minor informalities include Proposer's failure to:

- a. Submit the required number of originals or copies, or both, of Proposals (if applicable)
- b. Sign the Proposal in the designated block provided an authorized signature appears elsewhere in the Proposal evidencing an intent to be bound.

3.07 INITIAL NEGOTIATIONS

If the Port does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the Port has the right to negotiate a final Contract and will begin negotiating a Contract with the highest ranked Proposer pursuant to Section 8 of OAR 137-047-0261 - Negotiations. The Port will direct negotiations toward obtaining written agreement on:

- a. Consultant's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to Contractor for the services required under the Contract that is fair and reasonable to the Port budget authority for payments under the resulting contract (the "Authorized Agency") as determined solely by the Authorized Agency, taking into account the value, Scope, complexity and nature of the services; and
- c. Any other provisions the Port believes to be in the best interest of the Port to negotiate.

3.08 SUBSEQUENT NEGOTIATIONS

The Port shall, either orally or in writing, formally terminate negotiations with the highest-ranked Proposer if the Authorized Agency and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Port may thereafter negotiate with the second-ranked Proposer, and if necessary, with the third-ranked Proposer, and so on, in accordance with Section 9 of of OAR 137-047-0261 – Terminating Negotiations. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the Port may end the particular Formal Solicitation. The Port may also proceed with a new Formal Solicitation for the same Services or take other procurement action that the Port determines is in the best interest of the Port.

Upon successful negotiation of terms, the successful Proposer will be required to enter into the Port's Standard Procurement Contract in substantially the form set forth in the sample contract attached to this RFP as Attachment A.

3.09 DISPUTES

In case of any doubt or differences of opinion as to the items or Service to be furnished hereunder, or the interpretation of the provisions of the RFP, the RFP on file with the Port shall govern and the decision of the Port shall be final and binding upon all parties.

3.10 CLARIFICATION OF RESPONSES

The Port reserves the right to request clarification of any item in a Proposal or to request additional information necessary to properly evaluate a Proposal. All requests for clarification and responses will be conducted in writing. Except for clarifications necessary to determine whether a Proposal meets minimum requirements, all requests for clarification and responses will be shared with each selection committee member.

3.11 REFERENCES

The Port reserves the right to investigate references including customers other than those listed in the Proposal. Investigation may include past performance of any Proposer with respect to its performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers. Supportive references are required.

3.12 COLLUSION

A Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of the Port has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

3.13 OREGON FALSE CLAIMS ACT

Each Proposer, by submitting a Proposal in response to this RFP, thereby certifies that it understands that any statement or representation contained in or attached to its Proposal, and any statement, representation, or application the Proposer may submit under any contract the Port may award under this RFP, that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), will be subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

3.14 PUBLIC RECORDS

All Proposals and protests are public information after the Proposals have been opened and after the

protest period ends. However, copies of Proposals will not be provided until the evaluation process has been completely closed and a Contract has been executed with the selected Proposer. Copies of public information may be requested by any person. Therefore, if the Proposer considers any part of its Proposal or protest a trade secret, or otherwise exempt from disclosure under the Oregon Public Records Laws, ORS 192.311 through 192.478, the Proposer must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. See Oregon Revised Statutes 192.311 through 192.478, and 646.461 to 646.475. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

3.15 CONFIDENTIAL OR PROPRIETARY INFORMATION:

Following award of a Contract, responses to this RFP are subject to release as public information unless the response or specific information contained therein is identified as exempt from public disclosure. Proposer is advised to consult with legal counsel regarding disclosure issues.

If a Proposer believes that any portion of a Proposal contains any information that is considered a trade secret under ORS Chapter 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478."

Identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Proposers are cautioned that cost information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law. If Proposal fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer is deemed to have waived any future claim of non-disclosure of that information.

Pursuant to ORS 279B.060(6), Proposers may schedule requests for inspection of any RFP file after negotiations have been completed with the selected Proposer and a Contract has been executed.

3.16 CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

Each Proposer, by submitting a Proposal in response to this RFP, thereby certifies that it has not discriminated against disadvantaged, minority, women, veteran, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in obtaining any subcontracts, and that the Proposer is not in violation of any discrimination laws.

3.17 PROPOSAL VALIDITY

Proposals shall remain valid for a period of ninety (90) days following the deadline set for receiving Proposals.

4.00 PROPOSAL EVALUATION AND SELECTION PROCESS

4.01 WRITTEN PROPOSAL EVALUATION

An Evaluation Committee of at least three individuals will evaluate the written proposals based on the Evaluation Criteria. Evaluators will independently assess and score each proposal, and the total scores will be calculated. The Port may assign specific evaluation

criteria to different evaluators based on their expertise. Additionally, the Port may appoint different committee members for each stage of the evaluation. The Port reserves the right to conclude the evaluation after the written stage and may choose to conduct further evaluation steps at its discretion.

Proposals will be ranked based on the total score, and the award will be made to the Proposer whose submission is deemed most advantageous to the Port.

4.02 INTERVIEWS AND INTERVIEW EVALUATION

At the Port's discretion, interviews may be conducted with top-scoring Proposers following the written evaluation. Interview evaluators will score proposals independently based on the Interview Evaluation Criteria, and the combined written and interview scores will determine the final ranking.

The final award will be made to the Proposer whose combined score is most advantageous to the Port. Some evaluation criteria, such as pricing, may be assessed only in the written proposal stage.

4.03 WRITTEN EVALUATION CRITERIA

Provide a complete response to each of the following criteria in the order presented. Some sections require a narrative response, while others specify forms to complete. All necessary forms are listed in the proposal content checklist below.

- Organizational Structure and Experience (Maximum Points: 20)
 Describe your organization and its history, including:
 - a. Company Information:
 - Years in business, company location(s), and types of products/services provided.
 - ii. List any current or past litigation (within the last three years).
 - iii. Any contract terminations for cause in the last three years, with explanation.

b. Relevant Experience:

- Demonstrate a minimum of five (5) years of experience providing services in the scope outlined in the Scope of Work of this RFP. Public sector experience preferred.
- ii. Describe experience with address validation and correction services.
- c. Subcontracting: If applicable, identify subcontracted work and provide details of previous projects completed by the subcontractor, including timelines and costs.
- d. References: Provide 3 references from similar clients (government references preferred). Include the client's name, contact details, and description of services provided.

2. Services to be Provided in Oregon (PASS/FAIL)

Indicate the city and state where services will be provided. Proposals specifying services outside of Oregon will be rejected.

3. Qualifications and Service (Maximum Points: 15)

- a. Demonstrate how your company is qualified to meet the Scope of Work outlined in this RFP.
- b. Indicate if there are any aspects of the scope of work you cannot meet.
- c. Describe the resources and equipment available to exceed the Port's requirements.

4. Capacity and Key Personnel (Maximum Points: 20)

- a. Describe your company's capacity to deliver services for the Port.
- b. Specify the location and key account representative for the Port's account.
- c. Detail service and support availability, including hours and access methods.

5. Schedule (Maximum Points: 15)

- a. Outline your approach, including how you would facilitate a smooth transition from the Port's in-house billing and mailing process to your services. Specify strategies to ensure continuity and minimize disruptions during the transition.
- b. Confirm your ability to meet the Port's schedule requirements.

6. Sustainability and Social Justice (Maximum Points: 15)

- a. Share how your firm promotes workforce diversity in your organization or local community (5 pts).
- b. Provide examples of sustainable practices within your organization and the community (5 pts).
- c. Explain how you will advance sustainability and social justice in performing this contract (5 pts).

7. Proposed Price (Maximum Points: 15)

a. Provide a detailed price proposal as Attachment A, including unit prices, extended prices, fees, pass-through charges, and any other costs associated with fulfilling the scope of work.

Written Proposal - Total Points Possible: 100

8. Proposal Content Checklist

Include the following in your proposal:

- a. Price Proposal Form
- b. Responses to written evaluation criteria in your preferred format.
- c. Proposer Information and Certification Sheet (Attachment B)
- d. Reference Form (Attachment C)

9. Mandatory Requirements

The proposal must confirm that services will be performed within Oregon, as outlined in the Scope of Work.

10. Proposal Submission

It is the proposer's responsibility to submit the proposal on time. Late proposals will be disqualified from consideration. Ensure submission by the RFP's closing date and time.

4.04 INTERVIEW EVALUATION CRITERIA

If interviews are held, they will be evaluated based on the following criteria:

- 1. Capacity and Key Personnel (Maximum Points: 40)
 - a. Describe your company's capacity to perform the required services.
 - b. Specify the location of the account team and key personnel involved, including their proposed roles. Provide resumes and indicate the percentage of time each key team member will dedicate to this project.
- 2. Methodology/Approach (Maximum Points: 30)
 - a. Outline your approach to the work, including implementation, training, and proposed scheduling.
- 3. Qualification and Service (Maximum Points: 30)
 - a. Demonstrate how your company is well-qualified to meet the scope of work outlined in this RFP.
 - b. Identify any aspects of the scope you cannot fulfill.
 - c. Describe the infrastructure and resources available to meet or exceed the Port's requirements.
 - d. Explain your processes and procedures for ensuring quality customer service, including quality control measures.

Interview - Total Points Possible: 100

4.05 PREFERENECS

Pursuant to ORS 279A.120, the Port will give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and will add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

Pursuant to ORS 279A.125, when the Port is purchasing goods, it will give preference to goods that are certified to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's costs do not exceed the costs of nonrecycled products by more

than five percent, or a higher percentage if a written determination is made by the contracting agency.

5.00 CONTRACT TERMS AND CONDITIONS

5.01 THE PORT OF HOOD RIVER PROCUREMENT CONTRACT

The Port and the Successful Proposer shall execute the standard form of Port of Hood River Procurement Contract, a sample of which is attached to this RFP as Attachment A. If Proposer takes exception to any portion of the Contract, Proposer must request change as described in Section 3.02 of this RFP. The Port will not consider Contract exceptions stated in the Proposal. If any discrepancies, inconsistencies, or ambiguities exist between the Proposal and the RFP, the RFP takes precedence.

5.02 INSURANCE REQUIREMENTS

Insurance requirements for the Contract are specified in Attachment A, Section 9.

5.03 LEGAL COMPLIANCE

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes including the Americans with Disabilities Act.

5.04 RECYCLABLE PRODUCTS

The Port of Hood River encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract Services set forth in this document.

5.05 SILENCE OF SPECIFICATION

The apparent silence of this scope of work, any specifications and any supplemental specifications as to any detail, or the apparent omission from one of these areas of a detailed description concerning any point, shall be regarded as meaning that only the best commercial and industrial practice is to prevail and that only materials and workmanship of first quality are to be used. Services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, must be itemized in the Proposal.

6.00 ATTACHMENTS

The following items are attached separately as part of this RFP:

- **6.01** Attachment A: Sample Procurement Contract
- 6.02 Attachment B: Proposer Information and Certification Sheet
- 6.03 Attachment C: Reference Form

Attachment A

PROCUREMENT CONTRACT

| | erred to as " Port") , and, (hereinafter referred to as " Contractor "). |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| con | consideration of the mutual covenants set forth in this Agreement, and for good and valuable sideration, the sufficiency of which is hereby acknowledged, Port authorizes Contractor and stractor agrees to carry out and complete services as described below: |
| 1. | <u>PROJECT:</u> Work shall be performed by Contractor in connection with a project generally described as: (the "Project"). |
| 2. | SCOPE OF SERVICES: The Contractor shall be responsible for the performance of all services as set forth in the Scope of Work attached to this Agreement as Exhibit A (the "Services") and to the extent described in this Agreement. All provisions and covenants contained in the Scope of Work are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and the Scope of Work (if any) shall be resolved first in favor of this Agreement. Contractor shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Contractor shall be responsible for providing, at the Contractor's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port. |
| 3. | TERM OF AGREEMENT: The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate on, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement. |
| 4. | TIME OF THE ESSENCE: The Services of the Contractor shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services. |
| 5. | COMPENSATION: The Port shall pay fees to the Contractor for Services performed under the terms of this Agreement and as specified in the Scope of Work. The total aggregate amount for all Services performed under this Agreement shall not exceed Two hundred and forty-nine thousand Dollars (\$ |

reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Contractor.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Contractor reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

- 6. STATUS OF CONTRACTOR AND RELATIONSHIP TO PORT: The Contractor is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Contractor's employees. Neither the Contractor nor any of the Contractor's employees are nor shall they be deemed employees of the Port. The Contractor is not and shall not act as an agent of the Port. All employees who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries and other amounts due the Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Contractor has sole authority and responsibility to employ, discharge and otherwise control the Contractor's employees. The Contractor has sole authority and responsibility as principal for the Contractor's agents, employees, sub-Contractors and all others the Contractor hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
- 7. ERRORS IN WORK; EXTRA OR CHANGES IN WORK: Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- **8. REPRESENTATIONS:** The Contractor represents and covenants that:
 - a. The Contractor has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-Contractors of the Contractor employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Contractor required to be stamped shall be stamped by the appropriately licensed professional.
 - **b.** To the extent the Contractor deems necessary, in accordance with prudent practices, the Contractor has inspected the sites and all of the surrounding locations whereupon the Contractor may be called to perform the Contractor's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - **c.** The Contractor has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be

- performed in conformity with such requirements and practices.
- **d.** The Contractor is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Contractor's business as now conducted or proposed to be conducted and the Contractor is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. CONTRACTOR'S INSURANCE:

Contractor shall keep and maintain the following insurance for the duration of the contract period:

- **a.** Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- **b.** Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- **d.** Prior to commencing any Services under this Agreement, the Contractor shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Contractor subcontracts any portion(s) of the Services, said sub-Contractor(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Contractor. If the coverage under this paragraph expires during the term of this Agreement, the Contractor shall provide replacement certificate(s) evidencing the continuation of required policies.
- **e.** Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

retentions, and/or self-insurance.

If any policy obtained by the Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide the Contractor has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

- 10. <u>INDEMNIFICATION</u>: The Contractor shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Contractor, or any of the Contractor's sub-Contractors, Contractor's suppliers and/or Contractor's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Contractor to the Port shall survive the termination or expiration of this Agreement.
- 11. <u>CONFIDENTIALITY:</u> During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Contractor agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Contractor by the Port or developed by the Contractor as a result of the performance of this Agreement. The Contractor agrees that if the Port so requests, the Contractor will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-Contractor performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
- **12.** <u>ASSIGNMENT:</u> Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Contractor, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

13. SUBCONTRACTORS:

- **a.** <u>General.</u> The Contractor is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-Contractor by the Contractor shall be pre-approved by the Port. The Contractor agrees that each and every agreement of the Contractor with any sub-Contractors to perform Services under this Agreement shall be terminable without penalty.
- **b.** <u>Sub-Contractor Commitments</u>: All of the Contractor's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
 - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this

Agreement.

- ii. The sub-Contractor shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Contractor shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-Contractors who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control and shall be sub-Contractors of the Contractor and not Contractors of the Port. The Contractor shall pay or cause each sub-Contractor to pay all wages, salaries and other amounts due to the Contractor's sub-Contractors in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-Contractors. All sub-Contractors shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

14. TERMINATION NOT-FOR-CAUSE:

a. Termination for Cause.

- i. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or Port notifies Contractor of the breach, whichever is earlier. If Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Contractor as being in default and pursue any remedy available for such default at law or in equity.
- iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Contractor to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Contractor to resume those

- Services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Contractor, including but not limited to, amounts owed under this or any other Agreement between Contractor and Port.
- **b.** <u>Termination for Convenience</u>. In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Contractor.
- **c.** Obligations of Contractor. After receipt of a notice of termination, and unless otherwise directed by the Port, the Contractor shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-Contractors to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-Contractor of the Contractor under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-Contractor to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-Contractor for substantially the same terms as have been contracted by the Contractor;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the Port has or may acquire an interest.
- d. <u>Termination Settlement.</u> After termination, the Contractor shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Contractor within such thirty-day period. If the Contractor fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Contractor shall be made.
- **e.** <u>Payment Upon Termination.</u> As a result of termination without cause the Port shall pay the Contractor in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- **f.** Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Contractor under this paragraph there shall be deducted any claim which the Port has against the Contractor under this Agreement.
- g. <u>Partial Termination</u>. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Contractor for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

- **15. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Contractor's reasonable control, Contractor shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Contractor reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.
- 16. <u>RECORD KEEPING:</u> The Contractor shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Contractors time based and reimbursable costs and expenses under this Agreement. The Contractor shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- 17. WORK PRODUCT: All work product of the Contractor prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Contractor herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Contractor shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Port. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to Port any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Contractor.

18. CONTRACTOR TRADE SECRETS AND OPEN RECORDS REQUESTS:

a. <u>Public Records.</u> The Contractor acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Contractor, are subject to the provisions of the Law, and the Contractor acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Contractor shall be responsible for all

Contractors' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Contractor is advised to contact legal counsel concerning such acts in application of the Law to the Contractor.

- b. Confidential or Proprietary Materials. If the Contractor deems any document(s) which the Contractor submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Contractor shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. <u>Stakeholder.</u> In the event of litigation concerning disclosure of any document(s) submitted by Contractor to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

| 19. | DESIGNATION | OF REPRESE | NTATIVES A | AND KI | EY PER | SONNEL: The | Port hereb | y designates | Kevin |
|-----|--------------------|----------------|----------------|-----------|-----------|------------------|--------------|-------------------|--------|
| | Greenwood, | Executive | Director | and | the | Contractor | hereby | designates | |
| | | [| Title] as the | persor | ns who | are authorized | to represe | ent the parties | with |
| | regard to admi | inistration of | this Agreem | nent, su | ıbject t | o limitations, v | vhich may | be agreed to b | y the |
| | parties (collect | ively, the "Ke | y Personnel' | '). In co | nsultat | ion with the Po | rt, the Con | tractor shall ide | entify |
| | the Key Person | nel acceptab | le to the Por | t who v | vill prov | vide the Service | es under th | is Agreement. | None |
| | of these individ | duals may be | changed, w | hile stil | ll in the | employ of the | Contracto | r and not on le | egally |
| | required leave | , without the | Port's prior | writte | n conse | ent, which cons | ent shall n | ot be unreaso | nably |
| | withheld. Notw | vithstanding | the foregoin | g, the (| Contrac | tor acknowled | ges that the | e Port conside | rs the |
| | individuals nar | ned as Key | Personnel c | ritical t | o the | Contractor pro | viding its | Services unde | r this |
| | Agreement, an | d the Port wi | II not pay the | e cost o | f any in | Idividual provid | ling the Ser | vices contemp | lated |
| | by the Key Per | sonnel on be | half of Con | tractor | unless | such individua | Is have be | en approved b | y the |
| | Port in writing. | | | | | | | | • |

20. PUBLIC CONTRACTING REQUIREMENTS

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- **b.** Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. <u>Contributions to the Industrial Accident Fund</u>. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

- **d.** <u>Liens and Claims</u>. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. <u>Income Tax Withholding</u>. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Contractor shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. <u>Non-Discrimination</u>. Contractor agrees to comply with all applicable requirements of federal and state non-discrimination, civil rights, and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. <u>Lawn or Landscaping</u>. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- **i.** <u>Foreign Contractor</u>. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 21. <u>NOTICE</u>: All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When

notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

- 22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Contractor and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.
- 23. INTERPRETATION: In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- **24. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- **25. NO WAVIER:** 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.
- **26.** <u>LIMITATION ON DELEGATION:</u> The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Contractor. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Contractor shall have no obligation to perform any non-delegable function.

- **27.** <u>LEGAL COUNSEL:</u> The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
- 28. OBSERVE ALL LAWS: The Contractor shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
- **29.** <u>CONTROLLING LAW:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
- **30.** MEDIATION; TRIAL WITHOUT A JURY. If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
- **31.** <u>FURTHER ASSURANCES:</u> Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
- **32. SEVERABILITY**: If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
- **33.** <u>MODIFICATION</u>: Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Contractor.

| IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this | _day of |
|---------------------------------------------------------------------------|---------|
| 2025. | |

Contractor:

Port of Hood River

| Signed: | Signed: | |
|--------------|--------------|--------------------------------|
| Name: | Name: | Kevin M. Greenwood |
| Title: | Title: | Executive Director |
| Date: | Date: | |
| Address: | Address: | 1000 E. Port Marina Drive, |
| | | Hood River, OR 97031 |
| Phone/Email: | Phone/Email: | (541) 386-1645 |
| | | kgreenwood@nortofhoodriver.com |

CONTRACT EXHIBIT A –SCOPE OF WORK

ATTACHMENT B — PROPOSER INFORMATION AND CERTIFICATION SHEET

| Legal Name of Proposer: | | | |
|------------------------------------------------|-----------------|--------|--|
| Address: | City, State, Zi | p: | |
| State of Incorporation: | Entity Type: | | |
| Contact Name: | Telephone: | Email: | |
| Oregon Business Registry Number (if required): | | | |

As the authorized representative named below, I certify on behalf of Proposer that:

- 1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
- 2. Proposer acknowledges receipt of any and all Addenda to this RFP.
- 3. Proposal is a Firm Offer for 90 days following the Bid Opening Date identified in the RFP.
- **4.** If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
- **5.** I have knowledge regarding Proposer's payment of taxes and by checking the "APPROVED" checkbox and entering my name below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- 6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. (Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx for additional information and sample policy template.)
- 7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons

distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of the Contract and a failure to comply constitutes a breach that entitles Agency to terminate the Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

- **8.** Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service, Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules, and will remain in compliance throughout the term of the Contract.
- **9.** Proposer and Proposer's employees, agents, and subcontractors are not presently debarred, suspended, proposed for debarment under ORS 279B.130, or declared ineligible for the award of contracts by any federal agency or agency of the State of Oregon and are not included on:
 - **A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf, or
 - **B.** the government wide exclusions lists in the System for Award Management found at: https://sam.gov/SAM/
- 10. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing. Proposer has made all Conflict of Interest (COI) disclosures, if any as required by the ODOT COI Guidelines and COI Disclosure Form available at the following link: https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx)

(Check one of the following two certifications as applicable) Proposer understands and has provided to all Associates (as defined in the COI Guidelines) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the below-named authorized representative's information, knowledge and belief, Proposer's Associates are in conformance with the COI Guidelines, have no employees that were employed by ODOT within the last two-year period, and have no conflicts of interest or other disclosures required per the COI Guidelines or COI Disclosure Form. Proposer understands and has provided to all Associates (as defined in the COI Guidelines) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the below-named authorized representative's information, knowledge and belief, all Associates have provided on the COI

Disclosure Form(s) submitted with this Proposal all disclosures required per the ODOT COI Guidelines.

- 11. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 12. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- **13.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work in Attachment A at the time of Contract execution.
- 14. By entering my name and title below and checking the "APPROVED" checkbox, I certify I am an authorized representative of the Proposer, duly authorized to bind the Proposer and make all representations, attestations, and certifications contained in the Proposal document and to submit this Proposal document on behalf of Proposer.

| | Authorized Representative | Title | Date |
|----------|---------------------------|-------|------------|
| APPROVED | | | xx/xx/xxxx |
| | | | |

Attachment C REFERENCES

| INCLI EINENGES |
|-------------------------------------------------------------------------------------------------------------------------------|
| PROPOSER: |
| * The Proposer shall provide a list of a minimum of three (3) references for work performed in the last five (5) years by the |
| Proposer itself for work of a similar nature as being requested by the Port under this RFP. |
| * References older than five (5) years may only be included if needed to support this three (3) reference requirement. |
| REFERENCE 1 |
| Customer Name: |
| Customer Contact Name and Title: |
| Contact Phone Number: |
| Contact Email Address: |
| Summary of Work Performed: |
| |
| Initial Project Timeline: |
| Project Start Date: |
| Project End Date: |
| Initial Project Budget: |
| Final Project Cost: |
| REFERENCE 2 |
| Customer Name: |
| Customer Contact Name and Title: |
| Contact Phone Number: |
| Contact Email Address: |
| Summary of Work Performed: |
| |
| Initial Project Timeline: |
| Project Start Date: |
| Project End Date: |
| Initial Project Budget: |
| Final Project Cost: |
| REFERENCE 3 |
| Customer Name: |
| Customer Contact Name and Title: |
| Contact Phone Number: |
| Contact Email Address: |
| Summary of Work Performed: |
| |
| Initial Project Timeline: |
| Project Start Date: |
| Project End Date: |
| Initial Project Budget: |
| Final Project Cost: |