



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
March 22, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 2. Modifications, Additions to Agenda
 3. Public Comment (5 minutes per person per subject; 30-minute limit)
 4. Consent Agenda
 - a. Approve Minutes of March 6, 2018 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Accounts Payable with Jaques Sharp in the Amount of \$13,340 (*Fred Kowell – Page 7*)
 5. Reports, Presentations and Discussion Items
 - a. Bridge Replacement Project Update - (*Kevin Greenwood – Page 11*)
 - i. Bridge Replacement Advisory Group (BRAG)
 - ii. EIS Project Proposal Evaluation AdHoc Committee
 6. Director's Report (*Michael McElwee – Page 69*)
 7. Commissioner, Committee Reports
 - a. Airport Advisory Committee, March 15 (Everitt)
 - b. PNWA Mission to Washington (Streich, Shortt)
 8. Action Items
 - a. Approve Amendment No. 1 to Contract with Mott McDonald for Consulting Services Related to Bridge Replacement Not to Exceed \$29,500 (*Kevin Greenwood – Page 81*)
 - b. Approve Contract with Duncan Solutions for Waterfront Parking Collections Administration (*Michael McElwee– Page 87*)
 - c. Authorize Executive Director to Establish a Bi-State Bridge Replacement Advisory Group and Approve Governing Committee Charter (*Kevin Greenwood – Page 129*)
 - d. Authorize Executive Director to Establish an EIS Project Proposal Evaluation Committee and Approve Governing Committee Charter (*Kevin Greenwood – Page 133*)
 - e. Approve Concession Agreement with Hood River Soaring for Glider Operations at Airport (*Anne Medenbach – Page 137*)
 - f. Approve Intergovernmental Agreement with Crystal Springs Water District for Waterline Improvements for Lower Mill Site Development (*Anne Medenbach – Page 149*)
-
- 9. Work Session - Port Real Estate Portfolio Review (*Anne Medenbach – Page 171*)**
 - a. EcoNorthwest Presentation of Findings**
-

10. Commission Call
-

Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Consideration of Information or Records That Are Exempt by Law from Public Inspection.

11. Possible Action
12. Adjourn

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

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

*Port of Hood River Commission
 Meeting Minutes of March 6, 2018 Regular Session
 Marina Center Boardroom
 5:00 p.m.*

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

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

Present: Commissioners Hoby Streich, Brian Shortt, John Everitt, Ben Sheppard, and David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, Steve Carlson, and Jana Scoggins.

Absent: President Streich arrive at 6:45 p.m.

Media: None

1. CALL TO ORDER: Vice President Brian Shortt called the meeting to order at 5:00 p.m.

a. Modifications, Additions to Agenda. None.

2. PUBLIC COMMENT: The Port has received a written comment from Kristi Chapman with regards to the Waterfront Parking Plan. Chapman expressed that as a business owner the significant concerns lie in the prices that are proposed to be charged for parking at the Waterfront. Chapman requested the Port Commission to consider less expensive fees.

3. CONSENT AGENDA:

- a. Approve Minutes of February 20, 2018 Regular Session
- b. Approve Amendment No. 4 to Contract with Steve Siegel for Consulting Services Related to Bridge Replacement.
- c. Approve Addendum No. 2 Lease with Oregon Brineworks at the John Weber Business Park

Motion: Move to approve Consent Agenda.

Move: Everitt

Second: Meriwether

Discussion: None

Vote: **Aye:** Shortt, Meriwether, Everitt, Sheppard **Absent:** Streich

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Ordinance 23, Minimum Standards, and Fly Friendly Program Update: Anne Medenbach, Property and Development Manager, reported that the Airport Advisory Committee (AAC), the FBO, agency partners and community members have been developing the Fly Friendly Program, Minimum Standards, and an update to Ordinance 23 for the Airport. Medenbach noted the minor changes that have been added since the last internal, legal, an AAC review, and final drafts are planned to be presented at the end of March. Staff and Commissioners discussed the differences between “Fly-Friendly” and “Noise Abatement” airports, equal opportunity requirements for business operations, and enforcement of proper conduct at the airport.

b. Ordinance 24 Update Draft Review: Steve Carlson, Waterfront and Marina Manager, provided a list of proposed modifications to Ordinance 24 which regulates conduct on Port properties. Carlson discussed modifying language regarding the smoking ban as well as prohibitions against swimming at and diving from the Nichols basin Seawall and Dock, adding language pertaining to the use of Radio-Controlled Aerial Devices on Port property, and eliminating language regarding the requirement of Event Site Parking Passes to be affixed to the windshield. Commissioners requested improvements to be made to the signage at the waterfront area.

President Streich arrived 6:45 pm.

c. Waterfront Parking Plan Review: Michael McElwee, Executive Director, reported that the Port has been preparing a plan to effectively manage parking on Port-owned portions of the Hood River Waterfront. In 2015, Rick Williams Consulting gathered parking occupancy data, identified issues and assisted staff with the plan preparation. In 2016, Port staff participated on an Ad Hoc Committee composed of City of Hood River staff and waterfront business owners to develop a collaborative approach to waterfront parking concerns and issues. In 2017, the Waterfront Parking Management Plan was prepared, reviewed by the Commission, and additional parking data gathered. At the end of 2017, the Ad Hoc Committee determined that the Port should proceed with installation of parking meters on high summer use Port-owned properties to balance the high cost of maintaining the waterfront recreational areas and encourage turnover at specific locations. Commissioners discussed continued public outreach efforts, enforcement, and additional advantages and disadvantages of paid parking at the Waterfront. There was consensus to move forward. Commissioner Meriwether was not in favor of implementing paid parking without significant public outreach and opportunity for comment.

d. Bridge Replacement Project Update: Kevin Greenwood, Bridge Replacement Project Director, reported that Staff met with Oregon FHWA/ODOT on February 20 and Oregon Division of FHWA will be the Port's lead agency. Discussion occurred with US Army Corps of Engineers about permitting process as there will be several permits required by a number of federal and state agencies. Greenwood also commented that legal counsel suggested a change to the Port's public contracting rules to allow for more than one Request for Proposal respondent to be interviewed. As of March 1, Staff has yet to receive public comment on the P3 Administrative Rules. Greenwood stated that Steve Siegel, Siegel Consulting, will be working on Traffic and Revenue modeling to determine the best financing option for the Port. Greenwood also discussed the P3 Administrative Rule Adoption Schedule.

5. EXECUTIVE DIRECTOR'S REPORT: Michael McElwee reported that the 2018 Gorgeous Night in Olympia was a great success. Kevin Greenwood, Genevieve Scholl, and Port Lobbyist Brad Boswell met with Washington Representative Sharon Wylie and Senator Ann Rivers in Olympia. McElwee also reported that 2,548 new BreezeBy accounts have been created since January 1, 2018. Additional safety improvements have been implemented due to a severe fall that a Facilities Department employee suffered on the ice last week. Spring Budget Planning is scheduled for April 17, 2018. EcoNW will provide analysis and development report on Port property portfolio on March 20, 2018.

6. COMMISSIONER, COMMITTEE REPORT:

a. Airport Advisory Committee: Commissioner Everitt provided a brief report on the discussion of Fly Friendly Program at the meeting on March 2, 2018.

7. ACTION ITEMS:

a. Authorize Purchase of Nine Parking Pay Stations and Associated Services Agreement with Cale Not to Exceed \$77,504.41. The Waterfront Parking Plan will be implemented in summer of 2018. The plan assumes the installation of fixed, pay-to-park kiosks within designated portions of the waterfront. Staff has evaluated various products and recommends pay stations manufactured by Cale. Cale pay stations are the same used throughout the City of Hood River.

Motion: Authorize purchase of nine parking pay stations and associated services agreement from Cale not exceed \$77,504.41.

Move: Everitt

Second: Shortt

Discussion: Commissioner Sheppard is in favor of paid parking on waterfront, however approval is subject to robust public outreach efforts prior to implementation. Commissioner Meriwether is not in favor of authorizing paid parking on waterfront before receiving additional public input.

Vote: **Aye:** Everitt, Shortt, Streich **Nay:** Meriwether, Sheppard

MOTION CARRIED

8. COMMISSION CALL: None

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 7:15 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

10. POSSIBLE ACTION: None.

11. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Streich
 - Second:** Meriwether
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 7:59 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
Date: March 20, 2018
Re: Accounts Payable Requiring Commission Approval

| | |
|---------------------|--------------------|
| Jaques Sharp | \$13,340.00 |
|---------------------|--------------------|

Attorney services per attached summary

| | |
|--|--------------------|
| TOTAL ACCOUNTS PAYABLE TO APPROVE | \$13,340.00 |
|--|--------------------|

This page intentionally left blank.

JAQUES SHARP

ATTORNEYS AT LAW

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

CREDIT CARDS ACCEPTED

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

Account No

| | Previous Balance | Fees | Expenses | Advances | Payments | Balance: |
|---|------------------|--------|----------|----------|-----------|----------|
| MISCELLANEOUS MATTERS JJ | 672.00 | 0.00 | 0.00 | 0.00 | 672.00 | \$940.00 |
| HANGAR LEASE (Cloud Cup/Goodrich) | 200.00 | 0.00 | 0.00 | 0.00 | -200.00 | \$0.00 |
| LEASE (Pfriem Brewing) | 60.00 | 0.00 | 0.00 | 0.00 | -60.00 | \$0.00 |
| EXPO SITE DEVELOPMENT (Key Development, Pickhardt) | 40.00 | 0.00 | 0.00 | 0.00 | -40.00 | \$0.00 |
| CONTRACT (Gorge Flooding) | 19.00 | 100.00 | 0.00 | 0.00 | 19.00 | \$100.00 |
| WATER ISSUES ODELL (Crystal Springs Water District) | 1,160.00 | 220.00 | 0.00 | 0.00 | -1,160.00 | \$220.00 |
| LEASE (Pfriem Brewing) | 1,060.00 | 0.00 | 0.00 | 0.00 | 1,060.00 | \$0.00 |
| SOUTH RUNWAY PROJECT | 706.00 | 60.00 | 0.00 | 0.00 | -706.00 | \$60.00 |
| ORDINANCE 24 AMENDMENT 1 - SMOKING BAN | 40.00 | 0.00 | 0.00 | 0.00 | -40.00 | \$0.00 |
| ODA AIRPORT GRANT SOUTH TAXIWAY | 0.00 | 840.00 | 0.00 | 0.00 | 0.00 | \$840.00 |

HOOD RIVER PORT OF

Account No
Main PC

| | Previous Balance | Fees | Expenses | Advances | Payments | Balance |
|--|------------------|-----------|----------|----------|-----------|-------------|
| TOLL ENFORCEMENT | 80.00 | 0.00 | 0.00 | 0.00 | -80.00 | \$0.00 |
| P3 - BRIDGE | 5,890.00 | 5,360.00 | 0.00 | 0.00 | 5,690.00 | \$5,360.00 |
| ODOT BRIDGE FUNDS IGA (State of OR, 00001) | 20.00 | 0.00 | 0.00 | 0.00 | -20.00 | \$0.00 |
| WATERFRONT PARKING | 420.00 | 0.00 | 0.00 | 0.00 | 420.00 | \$0.00 |
| STORM LINE SINK HOLE (HDR area) | 1,426.00 | 640.00 | 0.00 | 0.00 | -1,426.00 | \$640.00 |
| OTAK SERVICES AGREEMENT (Bridge FEIS) | 720.00 | 0.00 | 0.00 | 0.00 | 720.00 | \$0.00 |
| RFC SERVICES AGREEMENT (BRIDGE FEIS) | 940.00 | 0.00 | 0.00 | 0.00 | -940.00 | \$0.00 |
| ORDINANCE 25 (Airport miles) | 1,935.00 | 60.00 | 0.00 | 0.00 | 1,935.00 | \$60.00 |
| FFIS | 0.00 | 5,120.00 | 0.00 | 0.00 | 0.00 | \$5,120.00 |
| | 15,388.00 | 13,340.00 | 0.00 | 0.00 | 15,388.00 | \$13,340.00 |

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 28th of FEBRUARY UNLESS OTHERWISE STATED

Hood River-White Salmon Bridge Replacement Project

Project Director Report

March 20, 2018

The following summarizes Bridge Replacement Project activities from March 7 through March 20, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

ENVIRONMENTAL IMPACT STUDIES REQUEST FOR PROPOSALS (RFP)

- Included in your packet is the RFP for “Consultant Services for Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance.” No formal Commission action is necessary, but comment/input is welcome.
- This document has been reviewed by Jerry Jaques, Port Counsel; Bill Ohle, Schwabe Williamson; Chuck Green, Port EIS Advisor; and Kristen Stallman, ODOT.
- Staff anticipates receiving a handful of proposals to prepare studies for environmental clearances necessary to proceed with a bridge replacement. The contract is for 3-1/2 years but it will most likely finish up faster than the deadline.
- Key timeline dates (Commission meetings in *italics*):
 - Release RFP March 28, 2018
 - Pre-Submittal Meeting April 18, 2018
 - Submittals Due to the Regional Transportation Council April 25, 2018
 - EISEC Interviews top ranked proposers May 23, 2018
 - Management Prepares Commission Staff Report May 29, 2018
 - *Commission Authorizes Negotiations to Begin* June 5, 2018
 - Management Prepares Commission Staff Report June 26, 2018
 - *Commission Approves Contract (tent.)* July 10, 2018
 - Contract Begins/Notice to Proceed July 2018
 - Environmental Study Plan September 2018
 - Studies Delivered (Tentative) Sept. – Dec. 2018
 - Contract Ends by December 2021
- Summary of process for Commission Approval:
 - Evaluation Committee Scores Proposals and presents to Management
 - Management Compiles Comments, Scores and presents to Commission
 - Commission Authorizes Management to enter negotiations with top scoring firm.
 - If unable to secure favorable terms with top firm, Management will seek approval from Commission to begin negotiations with next highest ranked proposer.
 - Upon successful negotiations being completed, Management will bring contract to Commission for final approval.
 - Process can be ended at any time by Commission.
- A more detailed EIS RFP schedule is attached.

OTHER ITEMS

- An updated project Organizational Chart is attached.
- A project budget for the \$5-million appropriation is attached.
- Public Contracting Amendment allowing for short-listing of consultants for interviews will be presented under Action Items.
- Authorization of EIS Committees will be an Action Item for the March 20 meeting.

PROJECT DELIVERY CONSIDERATION

P3 ADMINISTRATIVE RULES

- The Public Hearing will be conducted this evening.

TRAFFIC & REVENUE ANALYSIS

- Management has not yet scheduled the meeting with Steve Siegel to discuss next steps for financial modeling. Staff hopes to have that scheduled by April 3.

FINANCING OPTIONS

- Project Director will be working with Chief Finance Officer to begin the US Dept. of Agriculture Capital Facilities Pre-Application.

CONSTRUCTION COST ESTIMATE

- Staff received proposal from Mott McDonald to develop an updated cost estimate. The last cost estimate was developed in 2011 and it would be helpful to have a review of that methodology and pricing. Project Director will bring contract amendment to April 3 meeting for Commission consideration.

COMMUNITY OUTREACH

- Attached is a March Update produced by staff. Management has distributed the Update at public meetings and has been positively received. This was also added to the Project blog site.
- Met with Krystyna Wolniakowski, Columbia River Gorge Commission Exec. Dir., to discuss project on Mar. 6; Klickitat County Commission, Mar. 6; Cindy Marbut, City of Bingen City Manager, Mar. 8.
- I will attend the City of White Salmon Council, Wednesday, March 21st at 6pm and the Skamania County Commission at 2pm.
- Attached is a resolution from the Klickitat County Commission stating support for a regional bridge replacement effort. Marc Thornsbury from the Port of Klickitat drafted the document and a form of it has been, or will be, adopted by the City of Bingen, City of White Salmon and the Port of Klickitat.

- The next Port newsletter will include a Q&A section on the bridge replacement.

ADMINISTRATIVE

- Port intern Nando Rodriguez is compiling a comprehensive consultant and agency list and updating the organization chart. He recently researched the Columbia River Inter Tribal Fish Commission and identified how the Port would engage the agency.
- I will attend Design/Build Infrastructure Authority Conference in Portland on Thursday, March 22nd.
- FY18-19 Bridge Replacement Budget will be a topic for discussion during Spring Planning.

This page intentionally left blank.

REQUEST FOR PROPOSALS

Consultant Services for Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance

RFP Published: March 28, 2018

Proposals Due: April 25, 2018

Issued by:

**Southwest Washington Regional Transportation Council
1300 Franklin Street, Floor 4
Vancouver, WA 98660
(360) 397-6067**

In behalf of:

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

TABLE OF CONTENTS

| | |
|---|-----------|
| 1. GENERAL INFORMATION | 1 |
| 1.1 DOCUMENT PURPOSE..... | 1 |
| 1.2 AGENCY BACKGROUND..... | 2 |
| 1.3 FUNDING..... | 2 |
| 1.4 LOCAL AGENCY ROLES | 2 |
| 1.5 RELATIONSHIP TO OTHER REGIONAL PLANS AND PROGRAMS | 2 |
| 2 SCOPE OF WORK..... | 3 |
| 2.1 CONSULTANT ACTIVITIES | 3 |
| 2.2 STUDY TASK..... | 3 |
| 2.3 PORT OF HOOD RIVER RESPONSIBILITY | 7 |
| 2.4 PROJECT SCHEDULE..... | 7 |
| 2.5 REPORTS BY CONSULTANT | 7 |
| 2.6 CONSULTANT’S ROLE | 7 |
| 2.7 SUBCONTRACTING | 8 |
| 2.8 KEY PERSONNEL..... | 8 |
| 3 GENERAL REQUIREMENTS | 8 |
| 3.1 RESPONSE DOCUMENTS | 8 |
| 3.2 ADDENDA TO RFP | 8 |
| 3.3 SUBMITTAL OF RESPONSES | 8 |
| 3.4 INQUIRIES ON RFP | 9 |
| 3.5 VALIDITY PERIOD..... | 9 |
| 3.6 RFP EVALUATION PROCESS | 9 |
| 4 TERMS OF PAYMENT..... | 10 |
| 5 REQUEST FOR PROPOSALS | 10 |
| 5.1 RESPONSE REQUIREMENTS | 10 |
| 5.2 UNDERSTANDING AND APPROACH BY CONSULTANT | 11 |
| 5.3 QUALIFICATIONS OF CONSULTANT | 11 |
| 5.4 REFERENCES OF CONSULTANT..... | 11 |
| 5.5 PROJECT TEAM | 11 |
| 5.6 AVAILABILITY | 12 |
| 5.7 PROJECT DELIVERY | 12 |
| 5.8 OTHER INFORMATION..... | 12 |
| 6 CONSULTANT SELECTION..... | 12 |
| 6.1 EVALUATION COMMITTEE | 12 |
| 6.2 EVALUATION CRITERIA | 12 |
| 7 GENERAL TERMS AND CONDITIONS..... | 14 |
| 7.1 CONTRACT..... | 14 |
| 7.2 LIMITATION | 15 |
| 7.3 REJECTION OF PROPOSALS..... | 15 |
| 7.4 PROCUREMENT PROTEST PROCEDURE | 15 |
| 7.5 NONDISCRIMINATION..... | 15 |
| 7.6 REIMBURSEMENT..... | 15 |
| 7.7 PROPOSALS BECOME PUBLIC RECORDS | 16 |

APPENDICES.....17

1. GENERAL INFORMATION

1.1 DOCUMENT PURPOSE

The purpose of this Request for Proposals (RFP) is to hire a firm or firms interested in providing professional consultant services to assist the Port of Hood River in completing the Environmental Studies, Preliminary Design, and Permit Assistance project for replacement of the Hood River-White Salmon Bridge, locally known as the Hood River Bridge. The project will hereafter be referred to as the Bridge Replacement Project.

The Hood River Bridge spans the Columbia River, connecting the City of Hood River in Oregon to the cities of White Salmon and Bingen in Washington. The Hood River Bridge was built as the “Waucoma Interstate Bridge” in 1924. The Bridge was vertically elevated and a lift span added in 1938 as the river water level was raised with the completion of the Bonneville Dam. The Port of Hood River purchased the bridge in 1950. This toll bridge continues to be operated and maintained by the Port of Hood River. This major transportation route serves as an important link to local communities, the region, and interstate travel. The economic well-being of this region is dependent on this Columbia River crossing.

The existing bridge structure is 4,418 feet long and has two approximately 9.5-foot wide travel lanes with no pedestrian or bicycle facilities. It has open-grid steel decking, with a 246-foot lift span over the river navigation channel.

In response to local constituents’ concerns about the functionality of the Hood River Bridge, Washington State congressional representatives obtained federal funding to consider replacement of the bridge. Significant efforts to replace the bridge have been underway since the 1990’s, and early efforts were led by Southwest Washington Regional Transportation Council (RTC). This work included the SR-35 Columbia River Crossing Feasibility Study, Draft Environmental Impact Statement, and Type Size and Location Study. Background materials from previous efforts can be found on the RTC’s website at <http://www.rtc.wa.gov/Studies/SR35/>. In addition, the Port of Hood River has prepared a White Paper on the project that is available on the Port’s website from <https://portofhoodriver.com/bridge/bridge-replacement-project/>. For this phase of the project, the RTC is providing procurement services under a separate Intergovernmental Agreement with the Port of Hood River.

This Request for Proposals outlines a description of the consulting services sought and the required documents to be submitted by interested firms. All responses shall be submitted by **4:00 p.m., Wednesday, April 25, 2018**. Any responses received after the deadline will not be considered.

For its own best interests, the Port of Hood River reserves the right to accept any response or to reject any and all responses. Responses accepted will be reviewed and ranked per criteria outlined in Section 6.2 of this Request for Proposals. An evaluation committee will evaluate the proposals. Interviews and negotiations may be held with acceptable firms. Any contract award will be made by the Port of Hood River Commission in an open public meeting.

The successful consultant will be required to comply with Equal Employment Opportunity laws, as well as other applicable federal, state, and local laws and requirements.

1.2 AGENCY BACKGROUND

The Port of Hood River was created and incorporated on July 28, 1933, as a result of the Bonneville Dam Project, due to the expressed desire by the Oregon State Legislature and the United States Government to develop industrial land in the Columbia River Basin for jobs and economic development. The Port today is governed by its Commission composed of five elected members who continue to guide efforts to initiate, promote and maintain quality of life and a healthy economy throughout the Port District and the Columbia River Gorge. The powers and duties (“Principal Act”) of the Port are described in Oregon Revised Statutes (“ORS”) Chapter 777, and other state and federal laws.

The Port of Hood River owns and operates the Hood River/White Salmon Bridge, the Hood River Airport, the Hood River Marina and waterfront area, as well as several other business parks.

1.3 FUNDING

Funding for this project will be provided through funds from the Oregon State Department of Transportation via House Bill 2017, enacted in July 2017. Approximately \$3.0 to \$3.5 million is budgeted for the completion of the Hood River Bridge environmental process (National Environmental Policy Act or NEPA), permit assistance and preliminary design refinements.

1.4 LOCAL AGENCY ROLES

The Port of Hood River has responsibility for the coordination of technical activities conducted in support of this project. In this role the Port will ensure coordination with counties, cities, Native American tribes, and other key stakeholders in the area, which will be invited to participate in the project, and provide technical and other support to the Hood River Bridge Replacement Project. A qualified consultant must be able to understand current activities of the federal government, two states and local jurisdictions, Native American tribes and the interrelationships between them.

1.5 RELATIONSHIP TO OTHER REGIONAL PLANS AND PROGRAMS

Technical information developed as part of this Hood River Bridge Replacement process will be used to assist the region in developing long term solutions to Columbia River crossing needs. The community at large and regional stakeholders will be involved in the discussion of Columbia River crossing issues, and recommendations will be used by the Port, local governments and state departments of transportation for further action.

The recommendation of the Hood River Bridge Replacement environmental studies and preliminary design will need to be consistent with state highway plans and statewide comprehensive planning regulations for both Oregon and Washington, and local land use and transportation plans.

2 SCOPE OF WORK

2.1 CONSULTANT ACTIVITIES

The tasks in this section describe the activities to be conducted by the consultant as part of the technical assistance needed for the Hood River Bridge Replacement Project. The Consultant Scope of Work is intended to identify specific tasks where technical assistance is needed to support the Replacement Environmental Studies, Preliminary Design and Permit Assistance effort.

Note: At this time there is no federal funding authorized or programmed for the Bridge Replacement Project. The Federal Highway Administration's Oregon Division indicates that without federal funding, there is no federal action involving FHWA which would require completion of the environmental clearance document (Environmental Assessment or Environmental Impact Statement) and decision (Finding of No Significant Impact, Record of Decision). Individual permits may still have state and federal requirements for regulatory and impact studies as prerequisites for obtaining those permits, even absent the overall NEPA clearance document(s). The Consultant is encouraged to include in their approach how they would address the current situation and one where NEPA clearance documentation would be triggered.

Consultant assistance is specifically required to lead all aspects of the task elements, provide advice and technical expertise to the Port of Hood River and other stakeholders, and develop measurable outcomes on project delivery. Assistance required in this scope of work relies on the technical expertise and knowledge of the consultant team to assist the Port.

2.2 STUDY TASK

Itemized below are a series of tasks that begin the process of outlining the content of the Hood River Bridge Replacement Environmental Studies, Preliminary Design and Permit Assistance effort. The consultant will provide a Project Manager for the Hood River Bridge Replacement Project who will act as the principal contact with the Port of Hood River Project Director. The Project Manager for the consultant will be responsible for ensuring that the appropriate consultant staff and resource is utilized for the discreet expertise required for the tasks described below, as well as regular and consistent monitoring of the Consultant's Scope, Schedule and Budget, and quality control of Consultant-provided materials.

1. Project Management and Coordination

The Consultant shall provide regular and consistent communication and coordination with the Port's Project Director and Project Management Team. Regular meetings with the Project Management Team are expected over the life of the Project. The Consultant shall prepare a Project Management Plan as well as a Quality Control and Assurance plan as an initial work product.

2. Public Involvement

This task will include finalization of a public involvement program appropriate for this effort, consideration of public involvement, public awareness, and communications with the community and stakeholders. This task will include the development of a grassroots

communication network, committee meetings, open houses, newsletters, website design, etc. Also included will be agency coordination.

There are four committees or resource groups anticipated to be formed for this Project:

- Project Management Team, comprised of Port, Oregon DOT, and Washington State DOT staff, who will be responsible for day-to-day oversight of the Bridge Replacement Project;
- Bi-State Policy Advisory Committee, comprised of local elected or appointed officials, who will provide policy-level input to the Project;
- Steering Committee (possibly merged with the Policy Advisory Committee), who will be charged with project policy direction and decisions; and
- Technical Resource or Advisory Group, comprised of local, state and/or federal regulatory, permitting and resource agencies who will provide technical coordination and consultation during the course of the Bridge Replacement Project. This group may not necessarily be convened as a formal committee and may be available for periodic consultations.

3. Project Delivery Coordination

The Port of Hood River will conduct a project delivery analysis under separate contract from the Environmental Studies, Design and Permit Assistance work. The Environmental Studies, Design and Permit Assistance Consultant will coordinate with the project delivery consultant. The Environmental Studies, Design and Permit Assistance Consultant will be responsible for providing bridge cost and related cost information. It is anticipated the Environmental Studies, Design and Permit Assistance Consultant will need to participate as a resource for a Request for Information or Industry Forum, or both. The Environmental Studies, Design and Permit Assistance Consultant will be expected to provide Environmental Studies, Design and Permit Assistance project status and an overview of key information such as estimated costs, anticipated key permits required, pertinent information regarding construction impacts, methods and mitigation, as well as cumulative and indirect impacts, and other key information as those elements pertain to the Bridge Replacement Project to share with interested industry representatives as they consider pursuit of the Bridge Replacement Project.

4. Tolling and Revenue Study Coordination

The Port of Hood River will conduct a detailed tolling and revenue study analysis under separate contract from the Environmental Study work (which may or may not be included in the Project Delivery consultant contract in Task 3 above). This task will include conducting a detailed traffic and revenue study that will predict how much revenue could be raised and how traffic will likely adjust to a variety of potential toll rates. This type of study predicts drivers' willingness to pay various toll rates to forecast how much revenue could be raised and how traffic patterns would change based on various toll rate options. It is anticipated that information from the Tolling and Revenue study would be needed for the Environmental Studies, Design and Permit Assistance consultant's use in Social, Economic and Environmental Justice study components of the environmental studies. The Environmental

Studies, Design and Permit Assistance Consultant will need to coordinate with the Project Delivery Consultant.

As part of this task, the Environmental Studies, Design and Permit Assistance Consultant shall provide an assessment of tolling technology and approaches for the Bridge Replacement Project to help ensure the most efficient and effective operations and maintenance for the toll operations in the future as well as impacts on the Area of Potential Effect (footprint) of the project. This task will also include coordination with the Port Tolling and Revenue consultant to ensure that other key tasks such as Public Involvement, Engineering and others includes key elements of tolling for the Bridge Replacement Project.

5. Environmental

This work includes updating work from the DEIS or developing environmental discipline reports to support the permits needed for the Bridge Replacement project. Based on the results of Task 3, the Consultant shall prepare an Environmental Study Plan. This plan includes the anticipated environmental study process under NEPA as well as Washington's State Environmental Policy Act (SEPA) as well as Oregon's environmental review and study processes. The Plan shall also include a data collection/compilation/updating plan, as well as a resource and regulatory coordination and consultation plan, incorporating what are necessary elements to obtain permits. The Consultant shall work with the Port to consult with the lead federal agency (likely FHWA Oregon Division) to obtain their approval of the Plan before proceeding.

Based on the Environmental Study Plan, the Consultant shall prepare the Environmental Study document(s), including preparation of a request for environmental approval from the appropriate agency. Examples might include, but not be limited to preparation, as required, of a mitigation plan, Section 106 of the National Historic Preservation Act, River navigation data and bridge information for the Coast Guard process, Biological Assessment, and Section 4(f) of the US Department of Transportation. Work will include Native American tribal coordination and coordination with state and federal resource agencies. Federal NEPA and Washington and Oregon state environmental procedures will be followed.

The Environmental Studies, Design and Permit Assistance Consultant will work with the Project Delivery and Tolling/Revenue consultants to review the environmental study process based on the outcome(s) of the funding/financing strategy developed through those separate projects.

6. Engineering

This work will build on the engineering work completed as part of the SR-35 Columbia River Crossing Type, Size and Location Study and will advance engineering to a level sufficient to complete the environmental studies needed to secure permits as well as support the outcome(s) of the Project Delivery Study and Tolling/Revenue Study. Note that depending on the outcome of the River Navigation Analysis update and whether or not the Army Corps needs to send the Dredge Yaquina upriver, modifications may be necessary to the horizontal and vertical clearance(s) in the navigation channel. A preliminary and conceptual bridge and approach roadway construction and related elements cost estimate will also be prepared.

7. Transportation

This task will include the preparation of a traffic model and traffic forecast to support the preparation of the environmental document(s). The consultant will coordinate with the Project Delivery Consultant and the Tolling/Revenue Consultant to be hired under separate contract(s) and the teams will harmonize the traffic forecast for the Environmental Studies, Design and Permit Assistance effort under the coordination of the Port Project Director. Traffic projections are expected to include short-term (6-10 year), long-term (20-30 year) and lifecycle (75-100 year) projections.

8. Permit Assistance

Based on work completed under the previous tasks, Consultant shall revise the Environmental Study Plan and develop an overall scope for completing regulatory clearances, approvals and obtaining permits necessary for the Project to proceed.

Based on the Draft EIS and recent agency contacts, the list of clearances, approvals and permits includes, but is not limited to:

- United States Coast Guard Bridge Permit (BPAG A1)
- US Army Corps of Engineers Permit(s): Section 404 and Section 408
- Permit(s) and/or monitoring/documentation requirements as an outcome of the National Historic Preservation Act, Section 106 report, including potential eligibility of the existing Hood River Bridge for listing on the National Register
- Any applicable conditions of Columbia Gorge Commission determination of consistency with the CRGNSA Management Plan
- Section 401 Water Quality Certification – Washington Department of Ecology, Oregon Department of Environmental Quality
- National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit – Washington Department of Ecology, Oregon Department of Environmental Quality
- Hydraulic Project Approval – Washington Department of Fish and Wildlife
- Fill and Removal Permit – Oregon Division of State Lands (DSL)
- Aquatic Use Authorization – Washington Department of Natural Resources
- Waterway Lease – Oregon Department of State Lands
- Shoreline Substantial Development Permit – City of White Salmon
- Road Approach, Access/Interchange Modification and Right-of-Way Permits – Washington State Department of Transportation, Oregon Department of Transportation

2.3 PORT OF HOOD RIVER RESPONSIBILITY

The Port of Hood River will have overall responsibility for managing the Hood River Bridge Replacement Project and the consultant assistance contracts. The Port of Hood River will provide direction to the consultant who will provide technical activities to support the Work Program as described in Section 2.2 above.

Port of Hood River staff will carry out project management and coordination activities under the direction of the Port of Hood River Project Director. The Port of Hood River and stakeholders will assist with the development of the work program and provide input on all of the tasks contained in the scope of work.

Based on the data required under the Environmental Study Plan developed in Task 6, the Port shall make available to the Environmental Studies, Design and Permit Assistance Consultant any data, reports or other information it may have compiled subsequent to the Type, Size and Location Study in 2011, including traffic and toll collection data, development or projects as well as environmental studies or research which may have occurred in the project vicinity.

Unless otherwise directed, formal and informal communication following contract award shall be directed to Kevin Greenwood, Port of Hood River Project Director.

2.4 PROJECT SCHEDULE

The following schedule provides an anticipated timeline for the Hood River Bridge Replacement Project. Proposers shall provide an overall schedule for their effort as part of their proposals. The selected consultant will begin participation in these activities upon execution of a contract.

| | |
|--|-------------------|
| Contract Begins/Notice to Proceed | July 2018 |
| Contract Ends | December 2021 |
| Environmental Study Plan | September 1, 2018 |
| Project Delivery/Tolling/Revenue Studies (tentative) | Sept. – Dec. 2018 |

2.5 REPORTS BY CONSULTANT

The consultant and the Port's Project Director shall work together to develop a list and a schedule for deliverables (to include draft and final report(s) for review by Port). The consultant shall provide monthly written progress reports by task to the Port of Hood River with their invoices. The consultant should be prepared to provide a summary overview of the Environmental Studies, Design and Permit Assistance status for each meeting of the Port Commission to the Port Project Director at least eight business days in advance of each meeting. The Port Commission meetings are normally scheduled twice monthly on the 1st and 3rd Tuesday of each month.

2.6 CONSULTANT'S ROLE

The consultant and Port of Hood River will work together to develop a work scope that identifies detailed activities, timelines, and budget. Port Project Director approval is required before commencing work and/or any changes in the work program. The consultant will carry out activities specified in the work program. Coordination and communication will be required between the Consultant and the Port Project Director.

2.7 SUBCONTRACTING

The selected consultant shall identify proposed subcontractor(s) in their proposal and outline the planned role for each subcontractor. After contract execution, the consultant will submit changes to their team's roster to the Port Project Director for review and approval prior to entering into proposed subcontracts or modifications. The Port Project Director shall have the right to approve or reject subcontractors prior to execution of a contract with the lead consultant.

2.8 KEY PERSONNEL

The Consultant shall identify for inclusion in the Contract Key Personnel, who are critical to the conduct of work and the success of the Project, who will be committed for the life of the Contract. Key Personnel are expected to include at a minimum: Consultant Project Manager; Environmental discipline lead and Engineering/Design Discipline Lead. The Consultant may propose other Key Personnel as it sees fit. Should Key Personnel be removed or terminate their role on the Contract, the Consultant Project Manager shall provide for Port approval a qualified replacement.

3 GENERAL REQUIREMENTS

3.1 RESPONSE DOCUMENTS

Response documents shall include directly or by reference, the following:

- Request for Proposals
- Addenda to RFP (If Applicable)
- Statement of Qualifications
- Project Understanding and Scope of Work

Responses should be prepared simply, economically, and sustainably and provide straightforward, concise descriptions of qualifications and work scope to satisfy the requirements of the RFP. **Responses should be submitted within a 3-ring binder.** The Port of Hood River and RTC shall not be liable for any expense incurred in the preparation of responses. All responses and submissions will become the property of Port of Hood River and will not be returned to the respondent.

3.2 ADDENDA TO RFP

The Port of Hood River, through RTC, reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written Addendum, which shall be issued by RTC to all interested firms who have been issued copies of the RFP from RTC.

3.3 SUBMITTAL OF RESPONSES

The proposal including the Statements of Qualifications will be received by RTC until 4:00 p.m. (Local Time), Wednesday, April 25, 2018. Any response received after the prescribed deadline will not be considered.

Proposals may be mailed or hand delivered, and shall be addressed as follows:

Mail/Hand Delivery Southwest Washington Regional Transportation Council
 ATTN: Dale Robins
 P.O. Box 1366
 1300 Franklin Street, 4th Floor
 Vancouver, Washington 98666-1366

Proposals shall be sealed in an envelope, box, or other suitable package. To ensure proper identification and handling, mark in the lower left-hand corner of the envelope: "Bridge Replacement Project".

Six (6) printed copies and **One (1)** electronic file (PDF format on a CD/DVD) of the Proposals must be furnished to RTC at the time and place specified above.

3.4 INQUIRIES ON RFP

Questions on this RFP should be addressed in writing to the Procurement Coordinator at the above address or via e-mail to procurement@rtc.wa.gov. The RTC Procurement Coordinator shall be the single point of contact during the entire response period.

All questions must be submitted by 12:00 noon, Wednesday, April 18, 2018. Any question and concerns after this time will be addressed at the discretion of the Port of Hood River, based on if it deems it will compromise the procurement process in any way.

The Port of Hood River will hold a Pre-Submittal meeting on Wednesday, April 18, 2018, at the Port of Hood conference room, 1000 E Port Marina Drive, Hood River, OR 97031 from 10 am to noon. Interested firms are encouraged to attend. Proposers are responsible for any information conveyed at this meeting. Subsequent to that meeting, the Port will issue a final addendum which includes notes from the Pre-Submittal meeting and responses to questions.

Teleconference information for that meeting for those unable to attend in person is as follows:

Dial: 1-605-475-5619

Passcode: 198394

3.5 VALIDITY PERIOD

Proposals shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least ninety (90) days and shall contain a statement to that effect.

3.6 RFP EVALUATION PROCESS

The following time line will be observed in selecting a consultant:

| | |
|-------------------------------|----------------|
| Release Request for Proposals | March 28, 2018 |
| Pre-Submittal Meeting | April 18, 2018 |
| Submittals Due to RTC | April 25, 2018 |

Interviews with top ranked Proposers (optional) May 23, 2018

Interested firms must be prepared to make themselves available on the above date for an interview in Hood River, Oregon. A time schedule will be established after Proposals are reviewed.

4 TERMS OF PAYMENT

The contractor will be paid on a monthly basis for authorized and satisfactorily completed work and services as rendered under this contract. Such payment shall be full compensation for work performed and services rendered, for all supplies, materials, equipment or use thereof, for all transportation, lodging and meals, and for all other necessary incidentals. All expenses shall be detailed on invoices submitted by the contractor to Port of Hood River. This invoice shall be in a format acceptable for reimbursement by the State of Oregon. Fees for services shall be detailed by date, type of service provided, hours per type of service, hours per day, hourly rate, and total per day. Reimbursable expenses shall be itemized and shall be detailed by copies of all invoices for all non-travel reimbursable expenses.

5 REQUEST FOR PROPOSALS

5.1 RESPONSE REQUIREMENTS

Each Response shall contain the following items:

- A Letter of Transmittal containing a statement addressing the required validity period (See Part 3.5, above) and a statement that the consultant has received, read, and understands this Request for Proposals (No more than 2 pages).
- Response documentation as outlined in Part 3.1 (above).
- Table of Contents.
- Summary.
- A written response addressing the items listed in Parts 5.2 through 5.8 (below).
- Indicate review and understanding of the required certifications (See Appendix of this Request for Proposals, Attachments 1 and 2). The successful contractor will be required to complete the certifications. Failure to complete the certificates is grounds to reject the proposal.
- Specify any exceptions or alternative language to the Sample Contract attached hereto as Attachment 3.

All responses will be limited to 20 – 8 ½ x 11 single sided pages, not including cover page, letter of transmittal, table of contents, required certificates, exceptions to sample contract, references, resumes, and any tabs or section dividers. The Proposers are limited to a maximum of 10 pages for resumes of key personnel and lead staff. All other bios must stay within the 20-page limit. Responses should be prepared simply, economically, and sustainably. Each printed responses should be submitted within a 3-ring binder.

5.2 UNDERSTANDING AND APPROACH BY CONSULTANT

Provide a narrative demonstrating the consultant's understanding of the Hood River Bridge Replacement Project and the need for consultant assistance. Address how the consultant will provide guidance and assistance in conducting the following tasks: 1) Project Management and Coordination, 2) Public Involvement, 3) Project Delivery Coordination, 4) Tolling and Revenue Study Coordination, 5) Environmental, 6) Engineering, 7) Transportation, and 8) Permit Assistance. As part of the narrative regarding Public Involvement, provide Consultant's experience with, and approach to, the multi-tiered committee structure as laid out in Task 2, especially with respect to the Bi-State Policy Advisory Committee.

The proposal shall include a description of the proposed approach for the Project. The proposed approach shall include the approach to update information included in prior studies on the Bridge Replacement Project as required to meet the Environmental, Design, and Permit requirements. The proposed approach shall include key considerations required for the Project to reach the clearances and approvals needed for the Bridge Replacement Project to move forward in a timely manner. The proposed approach shall also include an anticipated schedule for major activities and milestones.

The narrative should also address how the consultant will coordinate with Port of Hood River and its partnering agencies.

5.3 QUALIFICATIONS OF CONSULTANT

Describe the depth of your team's relevant experience and skills and relate that experience to your understanding of the project. Emphasize the direct and related experience of your team's project personnel (not the reputation or experiences of the firms with which they are associated).

Describe your team's approach in communicating with the Port of Hood River and the partner agencies.

5.4 REFERENCES OF CONSULTANT

Include as an attachment a minimum of three (3) relevant client references. Provide the name and phone number of the individual to be contacted for each reference. References should include a written description of the work performed.

5.5 PROJECT TEAM

The Proposals shall include a description of the project team, including the project manager, and an organizational chart showing responsibilities and decision-making authority. Project team members are to be identified by name, fields of expertise, specific responsibilities on the project, as well as estimated percentage of participation in the project. Resumes for project personnel are also to be included.

5.6 AVAILABILITY

Include a statement of other work currently underway or anticipated to be in progress during the time frame of this project and show how the consultant intends to schedule projects so this project is accomplished as well.

5.7 PROJECT DELIVERY

The Proposals shall include a description and relevant examples of the project team ability to deliver similar Environmental Studies, Design and Permit Assistance projects on-time and within budget, especially where the environmental process may change during the course of the project.

5.8 OTHER INFORMATION

Consultants are free to provide other information that may assist the Port of Hood River in determining the consultant's qualifications to undertake the work described. Price proposals shall not be submitted as part of Consultant response to this RFP.

6 CONSULTANT SELECTION

6.1 EVALUATION COMMITTEE

The evaluation committee is expected to consist of representatives from the Port of Hood River, Oregon Department of Transportation (ODOT), Washington State Department of Transportation (WSDOT), Oregon local agency, and Washington local agency. The Port representative will serve as chairperson for and facilitate the evaluation committee, with RTC staff providing staff assists.

6.2 EVALUATION CRITERIA

Note: Proposers should note that this project has a Disadvantaged Business Enterprise (DBE) goal of 11.6%.

The average cumulative score of written proposals and optional interviews will be used to rank Proposers for consideration by the Port Commission.

Proposals: The evaluation committee shall use the following criteria to evaluate qualified and eligible proposals and qualifications to determine which firms will be invited for interviews, presentations, or demonstrations. At the conclusion of the ranking of the written proposals, the Port will conduct interviews, presentations or demonstrations, if in the best interest of the Port. The Proposers with the highest average score and other Proposers within 10 points of the highest average score, but not more than the top three (3) Proposers, may be invited to an oral interview/presentation/demonstration with the Evaluation Committee.

- Capabilities of Consultant Project Team (45 Points)
 - Expertise of the federal NEPA process.
 - Knowledge and experience in preparing Supplemental and Final EIS's.
 - Experience in conducting analysis of key Environmental Impact Study elements.

- Knowledge of bridge design and engineering.
- Working knowledge of alternative project delivery and construction methods.
- Experience with regulatory and resource agencies from Oregon and Washington state, and federal government.
- Project understanding.
- Familiarity with region.
- Technical skills and strategic knowledge.
- Proposed Project Approach (40 Points)
 - Project management expertise and philosophy.
 - Understanding of study need and purpose.
 - Understanding of previous work.
 - Proposed study process and work program.
 - Relationship of study objectives to proposed work program.
 - Clearly defined team organization including roles and responsibilities and understanding of agency role(s) and responsibilities.
 - Schedule and ability to meeting timelines.
 - Identification of key issues (technical and policy) to be addressed.
 - Commitment of Project Manager and team to project, and experience of team working together.
 - Proposed deliverables.
- Quality of Proposal and References (15 Points)
 - Readability and Presentation.
 - Quality of Proposal.
 - Clarity.
 - Communication of team strengths and overall approach.
 - Previous client references.

Interviews: The evaluation committee shall use the following criteria to evaluate invited Proposers on the optional interview.

- Interview/Presentation/Demonstration (30 Points)
 - Expertise.
 - Experience.
 - Strength and Fit of Project Team.
 - Clarity of Interview/Presentation/Demonstration.
 - Ability to Answer Both Technical and Process Questions.
 - Demonstrative Understanding of the Project.

After the completed evaluation of the proposals, including any optional interviews, the Port Executive Director, or designee, will provide to the Port Commission the evaluation committee's ranking of proposals and may recommend to the Port Commission the initiation of contract negotiations with the highest ranked proposer. The Port Commission will review the recommendation and make the final determination of whether, and with whom, to initiate negotiations.

The Port reserves the right to evaluate the proposals based solely on the written materials or to interview one or more top ranked proposer.

At the Port Commission's direction, the Port Project Director, under the direction of the Port Executive Director, will negotiate the project scope, hours, budget and contract with the selected proposer. At the completion of negotiations, the Port Bridge Director will present the negotiated contract with the proposer for consideration by the Port Executive Director. If the Port Executive Director concurs with the negotiated contract, the Port Executive Director will make a recommendation to the Port Commission for its consideration. The ultimate decision to execute the negotiated contract rests with the Port Commission. If a contract acceptable to the Port Commission cannot be negotiated with the selected proposer, negotiations will be terminated and the Port Executive Director may recommend to the Port Commission that negotiations be initiated with the next highest ranked proposer using the same procedure as above.

7 GENERAL TERMS AND CONDITIONS

7.1 CONTRACT

The successful Consultant must enter into a Professional Services agreement with Port of Hood River, a sample of which is attached as Attachment 3. The work shall be executed under the direction and supervision of the Port of Hood River Bridge Project Director, who operates under the direction of Port Executive Director, on whose inspection all work shall be accepted or condemned. The Port of Hood River Bridge Project Director and/or Port Executive Director shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth.

7.2 LIMITATION

This RFP does not commit the Port of Hood River to award a contract, or to procure or contract for services or supplies.

7.3 REJECTION OF PROPOSALS

The Port of Hood River reserves the right to accept or reject any or all proposals received as part of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of the Port of Hood River to do so. Failure to complete certificates is grounds to reject the proposer.

7.4 PROCUREMENT PROTEST PROCEDURE

Every effort will be made by the Port of Hood River to resolve disputes relating to Consultant selection. The option of informal mediation may be used for resolution. Any Bidder may file a written complaint with the Port Executive Director. RFP Protest and Request for Change must be received no later than seven calendar days prior to the Proposal due date. Protest of the consultant selection must be received no later than seven calendar days after the date of the selection notice. Each protest must include the reason for the protest. Upon receiving the written complaint, the Port of Hood River will determine the most reasonable way to resolve the dispute. Written complaints should be addressed to the Port of Hood River – 1000 E Port Marina Drive, Hood River, OR 97031.

7.5 NONDISCRIMINATION

The Port of Hood River, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this Request for Proposals, minority business enterprises will be afforded full opportunity to respond to this request and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award. Persons with disabilities may request this information be prepared in alternate forms by calling RTC at (360) 397-6067.

7.6 REIMBURSEMENT

The Port of Hood River will not reimburse Proposers for any costs involved in the preparation and submission of responses to the RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the Port of Hood River to accept or contract for any expressed or implied services. The Port of Hood River, through RTC, reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the response.

7.7 PROPOSALS BECOME PUBLIC RECORDS

During the evaluation process, Port of Hood River and RTC treats all proposals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the Oregon State Public Open Records Law (ORS 192.410 – 192.505). Any proprietary information revealed in the proposal should therefore be clearly identified as such. The Port of Hood River will notify any Proposer before releasing the proprietary information to any request for public records.

APPENDICES

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

The _____ (Name of Proposer) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 Et Seq. are applicable thereto.

Authorized Official

Printed Name

Title of Authorized Official

Date

PORT OF HOOD RIVER

AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES

STATE OF _____)

COUNTY OF _____)

The undersigned, being first duly sworn, on oath states on behalf of the contractor:

A. Conflict of Interest

That the contractor by entering into this contract with the Port of Hood River to perform or provide work, services, or materials to the Port of Hood River has thereby covenanted, and by this affidavit does again covenant and assure, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to the Port of Hood River and take action immediately to eliminate the conflict or to withdraw from this contract, as the Port of Hood River may require.

B. Contingent Fees and Gratuities

That the contractor, by entering into this contract with the Port of Hood River to perform or provide services or materials for the Port of Hood River has thereby covenanted, and by this affidavit does again covenant and assure:

1. That no person or selling agency bona fide employees or designated agents or representatives of the contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

- 2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the contractor or any of its agents, employees, or representatives, to any official member or employee of the Port of Hood River or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Company Name

By _____

Title _____

Subscribed and Sworn to Before Me

this _____ day of _____, 20____.

Notary Public in and for the State of _____

residing at _____.

PORT OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the Port of Hood River (Port or Owner), and:

| | | | |
|-----------------|-------|-------------------|-------|
| Company | _____ | Contract # | _____ |
| Address | _____ | PCA Project/Phase | _____ |
| City, State Zip | _____ | | _____ |
| Phone | _____ | Fax # | _____ |

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Port approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on _____. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

[NOTE: Insert a brief, general description of all the services that Consultant will perform on the Project, such as "Programming, design, construction contract administration and warranty services for the Project."]

The Services are more specifically described in the **EXHIBIT A, Statement of Work**. Owner agrees to pay Consultant a sum not to exceed (\$_____) for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

- | | |
|---|--|
| EXHIBIT A: Statement of Work | EXHIBIT E: Critical Date Schedule |
| EXHIBIT B: Consultant Compensation | EXHIBIT F: Rate Schedule |
| EXHIBIT C: Insurance Provisions | EXHIBIT G: Assumptions and Exclusions |
| EXHIBIT D: Special Contract Provisions | |

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED PORT APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE

IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.

Consultant

Name/Title Date

Port of Hood River

Name/Title Date

Approved for Legal Sufficiency

Approved by
Name/Title Date

1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals

performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within **Exhibits A and B**, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2. Consultant represents and warrants to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care;

2.2.8. The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition

to, and not in lieu of, any other warranties provided in this Contract or at law.

3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in **Exhibit D-Special Contract Provisions**.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in **Exhibits A and E**. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. **Time is of the essence in the performance of this Contract.**

4.2. Access to Records. For not less than three (3) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods

required herein, the insurance set forth in **Exhibit C-Insurance Provisions**.

4.5 Indemnity.

4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the State of Oregon, the Owner or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon, the Owner, or any of its agencies, without the prior written consent of the Owner. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending the State of Oregon or Owner; Consultant is not adequately defending the State of Oregon's or Owner's interests; an important governmental principle is at issue; or it is in the best interests of the State of Oregon or Owner to do so. The State of Oregon and Owner reserve all rights to pursue any claims it may have against Consultant if the State of Oregon or Owner elects to assume its own defense.

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of the State of Oregon or Owner or their officers, agents, and employees, for the acts or omissions of the State of Oregon, Owner or their officers, agents, and employees, whether within the scope of the

Contract or otherwise.

4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the State of Oregon or Owner, as those terms are used in ORS 30.265.

4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. **Successors & Assignments.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. **Compliance with Applicable Law.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall

comply with ORS 656.017.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the State of Oregon or Owner of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all

reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1. Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

4.15.2. Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal

intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5. Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6. Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Limited Owner Indemnity. To the extent

permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without

limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11. Injunctive Relief. Consultant acknowledges that breach of this **Section 4.15**, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this **Section 4.15**, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this **Section 4.16** are not exclusive and are in addition to any other rights and remedies provided

by law or under this Contract.

4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to **Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5**, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under **Section 4.16.3.1**, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with **Section 4.3**. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination pursuant to **Sections 4.16.3.3 or 4.16.3.4**, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under **Sections 4.16.3.3 or 4.16.3.4**, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to **Section 4.16.2**.

4.17. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given

in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on **Exhibit A**, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in **Exhibit A** and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

Exhibits A through G are attached.

EXHIBIT A
STATEMENT OF WORK

As provided in RFP and subject to negotiation before execution.

EXHIBIT B
CONSULTANT COMPENSATION

Subject to negotiation before execution.

EXHIBIT C
INSURANCE PROVISIONS

REQUIRED INSURANCE. Consultant shall obtain at Consultant's expense the insurance specified in this exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Owner.

C.1.01 WORKERS COMPENSATION. All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

C.1.02 PROFESSIONAL LIABILITY

Professional Liability. **Professional Liability Insurance covering any damages** caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

\$1,000,000 Per occurrence limit for any single claimant; and
\$2,000,000 Per occurrence limit for any number of claimants

C.1.03 COMMERCIAL GENERAL LIABILITY.

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death/Property Damage:

\$1,000,000 Per occurrence limit for any single claimant; and
\$2,000,000 Per occurrence limit for any number of claimants

C.1.04. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death/Property Damage:

\$1,000,000 Per occurrence limit for any single claimant; and
\$2,000,000 Per occurrence limit for any number of claimants

C.1.08. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon and Owner, its officers, employees and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C.1.09. "TAIL" COVERAGE.

If any of the required professional liability insurance is on a "claims made" basis, Consultant shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Consultant's completion and Owner's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Consultant elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Consultant shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to Owner, upon Owner's request, certification of the coverage required under this Exhibit C.

C.1.10. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Consultant or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Owner.

C.1.11. CERTIFICATE(S) OF INSURANCE.

Consultant shall provide to Owner Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any. The Consultant shall immediately notify the Owner's Representative in writing of any change in insurance coverage.

EXHIBIT D
SPECIAL CONTRACT PROVISIONS

As needed pursuant to negotiated terms.

EXHIBIT E
CRITICAL DATE SCHEDULE

Subject to negotiation before execution.

EXHIBIT F
RATE SCHEDULE

Subject to negotiation before execution.

EXHIBIT G
ASSUMPTIONS AND EXCLUSIONS

As needed pursuant to negotiated terms.

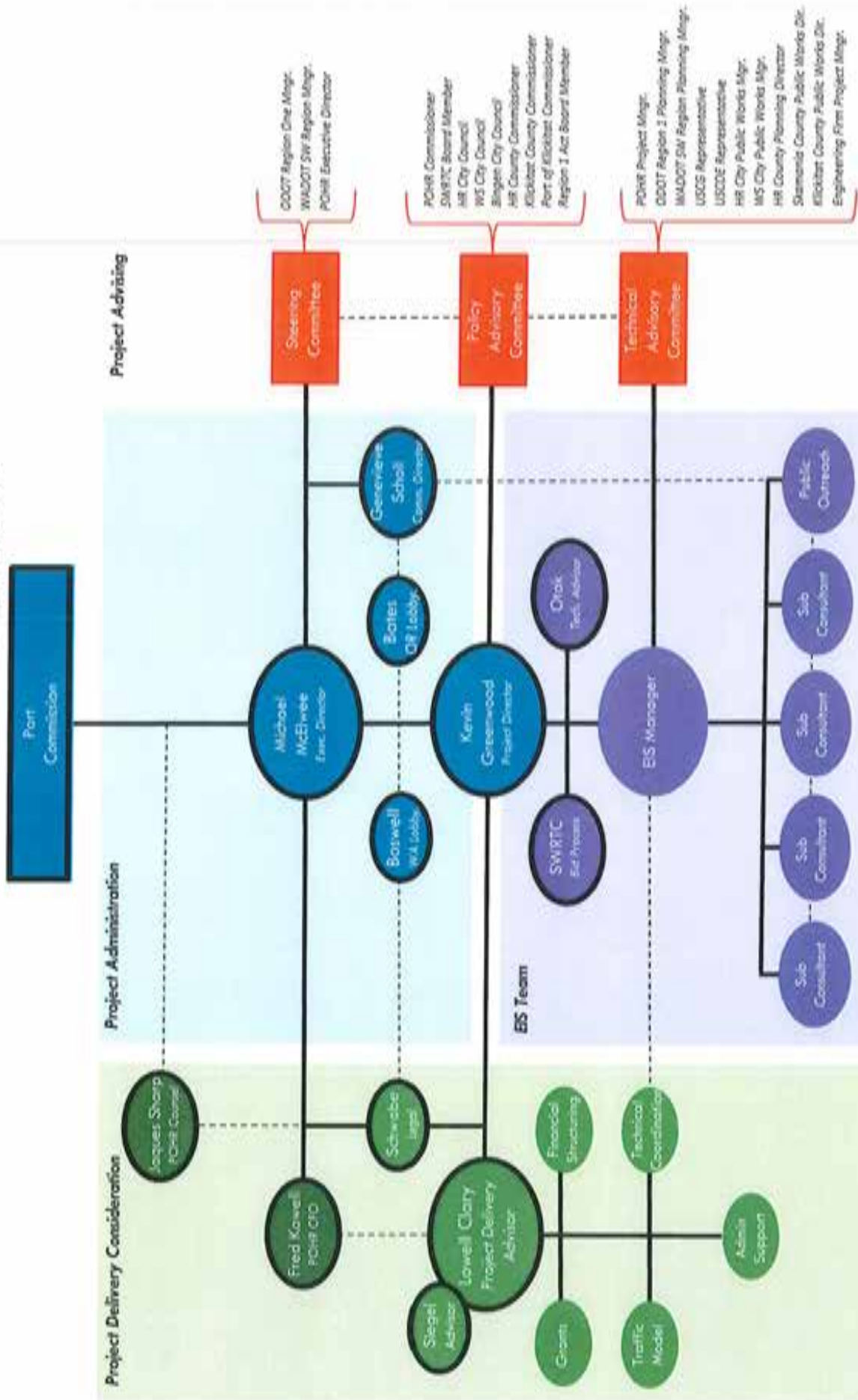
This page intentionally left blank.



HOOD RIVER BRIDGE REPLACEMENT PRE-CONSTRUCTION PROJECT ORGANIZATION

As of 3/20/2018

BLACK BOLD LINES AROUND OVALS INDICATE POSITION IS FILLED



This page intentionally left blank.

Hood River/White Salmon Bridge Replacement Project
 State of Oregon Funding Appropriation

Pre-Development Phase
Project Budget (FY 17-20)
 as of 3/8/2018

| Phase | Estimated Cost |
|---|---------------------|
| PROJECT MANAGEMENT AND ADMINISTRATION | |
| · Port Project Management Staff & Expenses (3.5 year est.) | \$ 500,000 |
| · Contracted Project Advisors & Support (RTC (\$7500), Otak (\$50k), Siegel (\$100k), Clary (\$40k), etc. | \$ 250,000 |
| · * Proposal solicitation, technical assistance | |
| · Project Legal | \$ 45,000 |
| · DOT/FHWA Staff Costs | \$ 87,000 |
| <i>Subtotal</i> | \$ 882,000 |
| OUTREACH AND AGENCY COORDINATION | |
| o Outreach/Engagement Activities, Website Content | \$ 75,000 |
| o Committee Facilitation | \$ 20,000 |
| o Resource Agency Consultations | \$ 40,000 |
| <i>Subtotal</i> | \$ 135,000 |
| NEPA ENVIRONMENTAL IMPACT STUDIES | |
| Permit NEPA/Environmental Clearance Studies | \$ 375,000 |
| o Army Corps Section 404 and 408 Processes | |
| o Updated River Navigation for Coast Guard Bridge Permit | |
| o Section 106/4(f)/Archaeological Studies | |
| o Hydraulic Study | |
| o Environmental/Permits Study Plan | |
| o General Permit Assistance/NEPA Clearances | |
| Engineering to Support Environmental and Project Process | \$ 950,000 |
| o Design Review/Refinement Based on Navigation/COE Dredge assessment | |
| o Wind analysis | |
| o Detailed Topo/River Subsurface Surveys | |
| o Update TS&L | |
| o Schematic Roadway/Interchange design | |
| o Geotechnical investigation | |
| o Updated Year-of-Expenditure Programming-Level cost estimate | |
| Permits (Assuming Processed Through Environmental Consultant) | \$ 950,000 |
| o Army Corps Section 408 | |
| o Coast Guard Bridge Permit | |
| o WA and OR Shoreline Permit | |
| o Hydraulics Permit(s) | |
| o Other Permits as Noted in Environmental Study Plan | |
| o Tribal Coordination | |
| <i>Environmental/Design/Permit Assistance Consultant Subtotal</i> | \$ 2,275,000 |
| Optional Consultant Tasks Depending on Funding & Project Delivery | |
| Decisions | |
| NEPA Clearances/EIS | \$ 400,000 |
| o Supplemental DEIS | |
| o Scope for Final EIS | |
| o Final EIS Documentation/Report | |
| o Support for Record of Decision | |
| Other Studies to Support EIS | \$ 350,000 |
| o Traffic/Tolling Study & Funding Plan | |
| o Project Delivery Alternatives Study | |
| o Misc. Other Studies | |
| <i>NEPA Subtotal</i> | \$ 3,025,000 |
| OTHER PROJECT ITEMS | |
| o 10% Engineering Outline Specs | |
| o Project Delivery RFI Support | |
| o Initial ROW and Other Next Step Items (Misc) | \$ 300,000 |
| | \$ 300,000 |
| SUBTOTAL - CONSULTANT BUDGET (MULTIPLE CONSULTANTS) | |
| TOTAL | \$ 4,342,000 |
| CONTINGENCY 15% | \$ 658,000 |
| Grand Total | \$ 5,000,000 |

This page intentionally left blank.



HOOD RIVER INTERSTATE BRIDGE

Replacement Efforts Update

March 2018

The Port of Hood River, a public agency, has owned and operated the Hood River/White Salmon Interstate Bridge since 1950. The 4,418' steel truss bridge was originally constructed in 1924. It provides a critical, bi-state transportation link in the heart of the Columbia River Gorge National Scenic Area. The Bridge is over 30 years past its design life. Its sufficiency rating, a numeric representation of reliability and functionality, is 48.8, a strong indicator of functional obsolescence. It creates a hazardous traffic bottleneck during closures of I-84 in Oregon or SR-14 Washington, a frequent occurrence. It has 9'4" travel lanes, vastly undersized for today's vehicles, and no pedestrian or bicycle facilities. The 80,000 lbs. weight limit restricts vehicle freight movement; and the narrow, poorly aligned navigation channel presents the greatest navigational hazard on the entire Columbia/Snake River federal inland waterway system.

Washington agencies and federal partners have completed significant work on replacing the bridge:

- Draft Environmental Impact Statement (DEIS) completed in 2003
- Replacement Feasibility Study completed in 2004
- Type, Size and Location Study completed in 2011
- Formation of a Bi-State Committee Memo of Understanding in 2011

OREGON LEGISLATIVE SUPPORT

The passage of Oregon HB 2750 and HB 2017 during the 2017 Oregon legislative session provided funding to complete the National Environmental Protection Act (NEPA) process and allow the Port to consider Public Private Partnerships (P3s) upon adoption of administrative rules.

RECENT PROGRESS

Since January, the Port has accomplished several tasks to push the project forward, including:

- Hired a Bridge Replacement Project Director to manage contracts, processes and outreach related to the financing and environmental clearances required to proceed with construction.
- Executed an Inter-Governmental Agreement with the Oregon Department of Transportation for the \$5 million application for environmental permits and financial analyses.
- Contracted with OTAK, a NEPA Technical Advisor, to assist in the environmental clearances.
- Contracted with SW Washington Regional Transportation Council (RTC) to facilitate the NEPA EIS Consultant Selection Process.
- Hosted a Public Private Partnership (P3) Work Session to inform the Commission and public officials about P3s and other procurement methods.
- Drafted administrative rules governing P3 proposals as required by the Oregon Legislature (public comment is currently being sought on the draft rules with a public hearing planned for March 20).
- Contracted with a Project Delivery/P3 Advisor to assist the Port Commission in identifying and evaluating potential procurement methods.
- Developed a new webpage and blog for updating the public and archiving pertinent policy documents (<https://portofhoodriver.com/bridge/bridge-replacement-project/bridge-replacement-blog/>)



NEXT STEPS

The Port will be completing the bid documents for the EIS consultant selection process in the next few weeks. A Bi-State Evaluation Committee will review, interview, and rank proposals for final Port Commission approval. The consultant should be on board by July and will begin an extensive, multiyear effort to finalize NEPA clearances requiring robust public input. The Port is organizing a Bi-State Policy Advisory Committee (PAC) composed of representatives on both sides of the river that will participate in several important ways:

- Review and provide feedback during the NEPA Environmental Impact Study process
- Provide input on the various analytical steps that will be carried out to inform potential delivery models
- Act as a conduit for public feedback between your community and the Port
- Collaborate on advocacy efforts in Olympia, Salem and Washington D.C.

The Port will be seeking elected and key managers to represent local government agencies by serving on the PAC. The first meeting is expected to occur in April.

The Port believes it is crucial that Washington boards and constituents are informed and have opportunities to be involved in this unfolding process. The Port is committed to working in a coordinated effort with local agencies on both sides of the river on the project. The Port will continue to reach out to Washington communities in other ways to present updates and identify opportunities for community involvement.

If your agency would like a presentation on the bridge progress, please contact Kevin Greenwood, Bridge Replacement Project Director, at (541) 961-9517 to discuss schedule and options.



TO LEARN MORE, PLEASE CONTACT:

Kevin Greenwood, Bridge Replacement Project Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
Phone: (541) 436-0797
Email: kgreenwood@portofhoodriver.com

(62)

Web: portofhoodriver.com | Twitter: [@PortofHoodRiver](https://twitter.com/PortofHoodRiver) | Facebook: [Facebook.com/PortofHoodRiver](https://www.facebook.com/PortofHoodRiver)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

IN THE MATTER OF }
THE BOARD OF COUNTY }
COMMISSIONER'S SR-35 INTERSTATE }
BRIDGE DECLARATION OF INTENT }

02518
Resolution # _____

WHEREAS, the Board of County Commissioners, meeting in regular session, having before it the need to consider declaring Klickitat County's intent concerning the replacement of the SR-35 Interstate Bridge; and

WHEREAS, a bridge across the Columbia River connecting State Route 14 and the cities of Bingen and White Salmon with Interstate 84 and the city of Hood River is a critical component of the regional transportation system and necessary to facilitate freight movement, economic development, and the general health and welfare of western Klickitat County; and

WHEREAS, there exists no suitable alternative to the existing Hood River bridge with the closest crossings located approximately 25 miles or 30 minutes west (Bridge of the Gods) and 20 miles or 25 minutes east (The Dalles Bridge); and

WHEREAS, the existing bridge is nearly one hundred years old, employs an undersized deck and travel lanes that fail to meet American Association of State Highway and Transportation Officials width standards, lacks pedestrian and bicycle facilities, and requires height and weight restrictions; and

WHEREAS, a new bridge crossing the Columbia River will be an interstate bridge with the south half located in Hood River County, Oregon, and the north half located in Klickitat County, Washington; and

WHEREAS, a new State Route 35 interstate bridge would rectify the deficiencies described above, maintain the current transportation system, and continue to meet the needs of residents and businesses that depend upon the existing bridge for the next fifty to one hundred years; and

WHEREAS, the Port Commission wishes to clarify its long-term objectives concerning a new bridge in order to inform its constituents and provide direction to its staff.

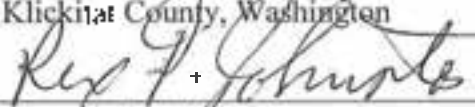
NOW, THEREFORE, BE IT RESOLVED, that the Klickitat County Board of Commissioners does hereby declare its intent to work jointly and in cooperation with the Port of Klickitat, the City of Bingen, and the City of White Salmon so as to:

- 1) Advance a regional effort to replace the existing Hood River bridge;
- 2) Encourage the allocation of all current revenue generated by the existing bridge exclusively to its operation, maintenance, repair, and future removal;
- 3) Ensure a new bridge meets the transportation needs of the region and is managed to the fair and equitable benefit of all its users;
- 4) Engage with Hood River County, the City of Hood River, and/or the Port of Hood River to chart a regionally acceptable course of action;

- 5) Support the establishment of a SR-35 bridge steering committee responsible for all planning, coordination, and decision-making concerning a new bridge and comprised of an equal number of Oregon and Washington representatives;
- 6) Develop a framework for long-term bi-state ownership, administration, and operation of a new bridge by the states of Oregon and Washington or their political subdivisions or by an authority, commission, or other governing body comprised of an equal number of Oregon and Washington representatives;
- 7) Identify the local resources, including funds and personnel, needed to support planning, financing, and constructing a new bridge and evaluate how these might be provided;
- 8) Secure the support of Washington State legislators and congressional representatives, applicable agencies, commissions, and boards, and any other entities in the state able to assist in the construction of a new bridge;
- 9) Ensure all future revenue generated by a new bridge is entirely and exclusively used for its administration, financing, operation, maintenance, repair, and ultimate replacement.

DATED this 6th day of March, 2018.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington


 Rex F. Johnston, Chairman
 Absent

David M. Sauter, Commissioner


 Jim Sizemore, Commissioner

ATTEST:
Clerk of the Board,


 In and for the County of Klickitat,
 State of Washington

Hood River-White Salmon Bridge Replacement Project

Environmental Impact Study Consultant Proposal Evaluation Committee (EISEC) Charter
March 20, 2018

BACKGROUND

As part of the pre-construction requirements for the Hood River-White Salmon Bridge Replacement Project, the Port will be required to complete the National Environmental Protection Act (NEPA) review. This is a long and expensive process that will provide the public an opportunity to formally comment on the project. The Port will seek a multi-disciplinary engineering firm or team to conduct the Environmental Impact Study (EIS) which is required as part of NEPA and eventual permits. The Port expects a handful of private firms to respond to a formal solicitation of services. The EIS effort is expected to take as long as three years to complete. \$2.8-\$3.3-million has been budgeted for the EIS contract.

The Port has entered into an Interlocal Services Agreement (ISA) with the SW Washington Regional Transportation Council (RTC) to conduct a transparent and open qualification based selection (QBS) process. The RTC has experience preparing, soliciting and scoring Requests for Proposals (RFPs) for local governments, including participating in a bridge EIS process in 2003. EIS Evaluation Committee (EISEC) members will present their scoring of EIS proposals to the Port's Executive Director, or designee, to present to the Port Commission. The Public Contract Review Board (Port Commission) will thereafter review the recommendation and proposer scores, and authorize staff to enter into negotiations with the highest ranked proposer, and if negotiations are unsuccessful, the next highest rated proposer. The intent is to award a contract to the firm best able to complete an EIS.

PROVISIONS

1. Committee Make-up
 - a. Membership
 - i. Oregon local government representative
 - ii. Washington local government representative
 - iii. Oregon Dept. of Transportation representative
 - iv. Washington Dept. of Transportation representative
 - v. Port of Hood River representative
 - b. Characteristics
 - i. A minimum of three committee members shall prepare proposer scores to submit for further action
 - ii. Members should have experience evaluating consultant proposals
2. Staff person assignment
 - a. Senior Transportation Planner, SW Washington Regional Transportation Council.
3. Length of membership terms
 - a. Duration of project. One to three meetings likely
4. Committee type
 - a. Administrative adhoc; independent scoring
5. Purpose and authority;
 - a. Read and score proposals submitted by EIS proposers responding to RFP
 - b. Review RFP scores to determine which firms will be invited for interviews

- c. Interview selected top proposers
 - d. Each committee member will assign scores based on each proposer's interview
 - e. Committee members will present raw scoring materials (no composite compilation) to Port of Hood River management
6. Committee activities; time frames
- a. Committee members will receive copies of all qualifying proposals.
 - b. Expected time to consider each proposal is 45 minutes to read and 15 minutes to score each proposal plus 3 to 5 hours spent outside of meeting time to read and score proposals
 - c. Top proposers will be invited to make presentations to the EISEC; expected time to interview, score finalists and submit final scores is one day.
 - d. RFPs are anticipated to be released in March 2018; committee scoring and interviews are anticipated to occur thereafter in June.
7. Budget
- a. EISEC process activities are included as part of a contract the Port has with the SW Washington Regional Transportation Council (RTC). RTC charge for selection services will not to exceed \$10,000. It is anticipated that funds to pay RTC and others providing RFP and EISEC services will be available from the \$5 million Port appropriation the State of Oregon included in the 2017 Transportation Bill.

Once the evaluation process has concluded, the committee's work will be completed. EISEC members may also be invited to serve on other committees or to provide input about the EIS process.


INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • portofhoodriver.com • Email: porthr@gorge.net

[First][Last], [Title]

March 20, 2018

[PUBLIC AGENCY NAME]

[Mailing Address]

[City],[ST] [Zip]

RE: Appointment to Hood River-White Salmon Bridge Replacement Bi-State Environmental Impact Studies (EIS) Policy Advisory Committee

Dear [Title][Last]:

As you may have heard, the Port of Hood River has received funding to complete the environmental permits and review financing options for the replacement of the Hood River-White Salmon Bridge. In January, we hired Kevin Greenwood to serve as the Project Director to manage the process which includes robust public engagement. As the Port moves forward on the project, it will be helpful to the process to have public input from both sides of the river.

In light of this, the Port Commission has formed a Bi-State EIS Policy Advisory Committee to:

- Review and provide feedback during the NEPA Environmental Impact Study process
- Provide input on the various analytical steps that will be carried out to inform potential delivery models
- Act as a conduit for public feedback between your community and the Port
- Collaborate on advocacy efforts in Olympia, Salem and Washington D.C.

The Port Commission is committed to a transparent and collaborative planning and procurement process for this significant project. As we begin gearing up for the Environmental Impact Studies (EIS), the formation of this committee is a good first start to provide an opportunity for local governments to be involved.

Please discuss with your board who you would like to represent your agency on the PAC. The PAC is primarily comprised of elected officials and there will be a technical advisory committee to be formed when the EIS Engineer is selected and begins work. There will be ample opportunity for public and agency involvement moving forward.

Once you've decided who will represent your agency, please let Kevin Greenwood, our Bridge Replacement Project Director, know either by phone (541-436-0797) or email (kgreenwood@portofhoodriver.com) and he'll begin coordinating with your representative directly.

Sincerely,

Hoby Streich, President
Board of Commissioners
Port of Hood River

Attached: Project Administration Organization Chart
Bi-State EIS Policy Advisory Committee Charter

This page intentionally left blank.

Executive Director's Report

March 20, 2018

Staff & Administrative

- Commissioners are reminded that per ORS 244.050 you are required to file an Annual Verified Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission. Your electronically-filed SEI is due by April 15, 2018 and can be accessed at the following web site: <https://apps.oregon.gov/OGEC/EFIS/Home/SignIn>. If you have any questions regarding this process, please contact the Oregon Government Ethics Commission office at 503-378-5105.
- Our sources indicate that President Streich and Vice-President Shortt are having a productive time in Washington DC as part of the PNWA "Mission to Washington." Below is a photo we received from their meeting with USDA officials.



- A reminder that our annual Spring Planning session is scheduled for 12:00-5:00 on April 17. Lunch will be provided. A draft agenda for the session will be distributed for Commission review as part of the April 3 meeting packet.
- A Notice of Budget Committee Vacancy has been published in the Hood River News, the Port website, and the Port's social media feeds. Members of the Budget Committee must be qualified voters and residents of the Port District. Applications are due by 5:00pm on Wednesday, March 21. Application forms are available on the Port website at: <https://portofhoodriver.com/wp-content/uploads/2016/03/APPLICATION-Budget.pdf>
- The 2018 "Gorgeous Night in Salem" legislative reception was canceled due to the early adjournment of the 2018 Oregon Legislative session. Genevieve did a significant amount of organizing for this event and this was recognized by our State elected officials. HB 4152,

providing grant assistance to the Hood River and Multnomah County Sheriff's Departments for wildfire recovery and training was passed. This bill was carried by Rep. Helfrich, who thanked Genevieve for her testimony to the referring committee in Salem.

- A total of 2,804 new Breeze-By account applications have been opened since January 1, 2018. There are now over 12,500 active Breeze-by accounts.
 - Commissioners Shortt and Everitt will miss the meeting on March 20 due to travel plans.
-

Recreation/Marina

- The Marina Committee meeting scheduled for March 15 has been postponed until April 19 due to lack of attendance.
 - The "Pastime" has departed the Commercial Dock and left for Seattle and then Alaska for the summer.
 - The 2018 South Basin Dock Seasonal Moorage Lottery has been advertised, with several boaters expressing interest. There will be five slips available this season and the deadline to apply is 3:00pm on Friday, April 13. Applications available at the Port website at: https://portofhoodriver.com/wp-content/uploads/2018/03/2018-Seasonal-LotteryApp_South-Basin-Dock.pdf
-

Development/Property

- The March 20 meeting will include a work session on the Port's real estate portfolio and future real estate development options. This will be an important discussion for the Port Commission to determine a targeted investment strategy for the next several years.
- Preparation of a scope of work and contract with Walker|Macy for an "Infrastructure Framework Plan" for Lot #1 has been postponed. The work may need to occur in FY 2018/19 due to budget considerations.
- Staff has prepared and submitted a request to the Governor's office to designate Census Tract 9503 as an "Opportunity Zone." Such designation allows capital gains tax relief for real estate investment in the Zone. Census Tract 9503 includes downtown and the waterfront. Letters of support were received from the City of Hood River and MCEDD. This is expected to be a highly competitive process.
- The initial meeting of the Natural Hazards Management Plan (NHMP) Steering Committee will take place March 29. The committee is composed of local officials and its purpose is to review Hood River County's hazard vulnerabilities and update the response plan. I will attend on behalf of the Port. See attached summary.

Airport

- The FAA has conducted their final review of the Hood River Airport Layout Plan (“ALP”) and it has been approved. This action has been a long time coming and Anne has done an excellent job at moving the ALP through the lengthy FAA process that had some significant challenges including the wetlands issue. Approval of the ALP allows a number of other efforts associated with the North Ramp to accelerate.
- The final public meeting to update the public on the progress made at the airport to reduce noise during operations will take place April 12, beginning at 6:00pm at WAAAM. Originally planned to occur in March, this schedule will avoid spring vacation and allow more people to attend.

Bridge/Transportation

- Final plans and specifications are being prepared for repairs to the portal truss on the lift span. There is \$35,000 in the current budget to complete this work and bids will be sought in the next few weeks.
- Port crews cleaned the north and south approach ramps of accumulated gravel and debris from winter operations on March 12.
- The BreezeBy technology has been updated and all lanes are active “on-line real time” data and payment transfer. This means that all lane traffic is transferred to our back office system every minute while our tag and payment information is loaded on an hourly basis. We will continue to reduce the time to upload transponder and payment information. To do this we will need to streamline the current file upload. This capability is a significant upgrade to our system and will allow customer payments to move to a person’s account in the same day instead of overnight. Fred as done an enormous amount of work to implement this improvement to our system.
- Considerable progress is being made on the Bridge Replacement Project. Kevin Greenwood’s update report is a separate part of the Commission packet.
- Facilities crew will do a near full height lift in the early morning of March 21 and will be greasing cables, trunnions, gears and lubricating slide joints on the span guides. This will require a full bridge closure for approximately 30 minutes.

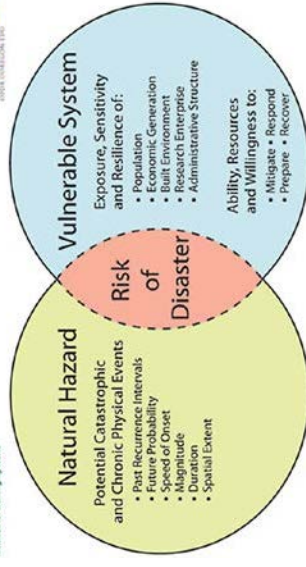
This page intentionally left blank.



Oregon Department of
Land Conservation
and Development

Natural Hazards Planning in Oregon

<http://www.oregon.gov/LCD/HAZ/pages/index.aspx>



Natural hazards happen. Disasters occur when they impact people, property, and the environment.

Oregon's Statewide Planning Goal 7, *Areas Subject to Natural Hazards*, directs local governments to adopt comprehensive plans to reduce risk to people and property from natural disasters.

DLCD implements Goal 7 in part by maintaining and updating *Oregon's Natural Hazards Mitigation Plan (NHMP)* and assisting cities, counties, tribes, and special districts to draft, maintain, and update their own NHMPs.

A natural hazard mitigation plan describes the hazards a community is most likely to face, identifies their potential impacts on people and property, and establishes a strategy to reduce those impacts.

DLCD can assist with integrating NHMPs into other plans and programs, developing policies and regulations. Through collaboration with state and federal agencies, DLCD can provide access to data, information, and other resources.

The Federal Emergency Management Agency (FEMA) provides grants for drafting and updating NHMPs. Among other criteria, communities whose NHMPs will expire soon receive priority for assistance from DLCD.

Contact Tricia Sears (tricia.sears@state.or.us) or Marian Lahav (marian.lahav@state.or.us) for more information.

The 2015 Oregon Natural Hazards Mitigation Plan identifies eleven natural hazards in Oregon:

- Coastal Hazards
- Droughts
- Dust Storms
- Earthquakes
- Wildfires
- Floods
- Landslides
- Tsunamis
- Volcanic Eruptions
- Windstorms
- Winter Storms

Your community may face some or all of these, or other natural hazards. Over time, climate change may influence the frequency and severity of some of these natural hazards. It may also cause your community to experience a natural hazard that has not occurred there before.

Disasters occur as an interaction between natural systems, the built environment, and social systems.

We can't predict when natural hazards will occur or the extent to which they will affect communities. However, with careful planning and collaboration it is possible to reduce the losses that can occur from natural hazards.

Risk is an expression of the potential magnitude of a disaster's impact. A natural hazards risk assessment involves characterizing natural hazards, assessing vulnerabilities, and describing risk, either quantitatively, qualitatively, or both.

A **hazard characterization** involves determining hazards' causes and characteristics; documenting historic impacts; and identifying the future probability and intensity of occurrence.

Assessing vulnerability involves inventorying the existing (or planned) property and populations exposed to a hazard, and then estimating how they will be affected by that hazard.

Combining the hazard characterization with the vulnerability assessment provides an understanding of the risk of each hazard to a community, region, or the state as a whole.

Why engage in natural hazards mitigation planning?

- To avoid **disasters** by reducing or eliminating the long-term **risk** to human life, property, and the environment from natural hazards
- To **maintain eligibility** for federal pre- and post-disaster mitigation funding for planning and projects

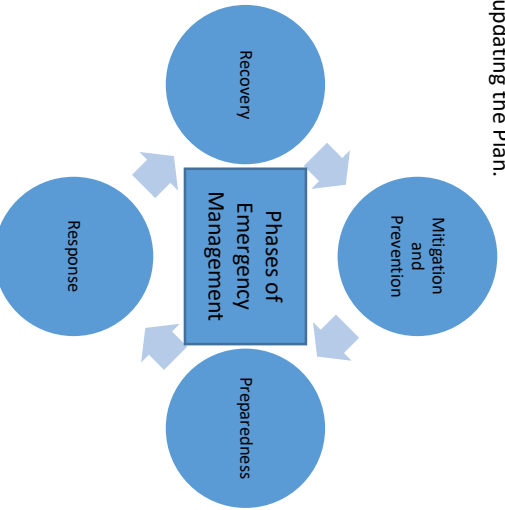
What are the basic NHMP requirements?

- **Review and revise** the Natural Hazards Mitigation Plan to reflect:
 - ✓ Changes in hazards and assets
 - ✓ Progress in mitigation efforts
 - ✓ Changes in priorities
- Submit to OEM for review and FEMA for **approval every 5 years**.

What is in a Natural Hazards Mitigation Plan?

- **Community Profile:** Describe the community in terms of geography, land use, housing, economy, demography, transportation, and so forth.
- **Risk Assessment:** Characterize natural hazards. Identify assets. Assess vulnerabilities and potential losses. Analyze risk.
- **Mitigation Strategy:** Set hazard mitigation goals. Assess capabilities. Identify and prioritize actions to reduce risk.
- **Plan Maintenance Process:** Establish a system and schedule for monitoring, evaluating, and updating the Plan.

Statewide Planning Goal 7 specifically states “Local governments should coordinate their land use plans and decisions with emergency preparedness, response, recovery, and mitigation programs.”



Natural Hazards Mitigation Plans (NHMPs)

FEMA-approved natural hazard mitigation plans, while voluntary, confer eligibility for hazard mitigation assistance through the Hazard Mitigation Grant Program (HMGp), the Pre-Disaster Mitigation Grant Program (PDM), and the Flood Mitigation Assistance Program (FMA).

The legal basis for natural hazard mitigation planning is found in the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 as amended by the Disaster Mitigation Act of 2000. The Code of Federal Regulations (44 CFR Part 201.6) contains the requirements for developing local natural hazard mitigation plans and requires them to be updated every five years.

Comprehensive Plan and NHMP Integration

With hazard inventory information and risk analysis, goal setting, identification and prioritization of mitigation actions, NHMPs provide information for a city’s or county’s comprehensive plan. Integration of the NHMP with comprehensive plans, emergency operations plans, stormwater management manuals, and other governance documents helps ensure that hazard mitigation will be considered in decision-making processes and development projects, making communities safer and more resilient.

DLCD will be working next with these counties and their cities to update their NHMPs. The work will be funded by a FEMA Pre-Disaster Mitigation grant.

| Jurisdiction | NHMP Expiration Date |
|-------------------|----------------------|
| Hood River County | 12/16/17 |
| Wasco County | 1/15/18 |
| Gilliam County | 4/12/18 |
| Harney County | 6/7/18 |
| Lake County | 9/12/18 |
| Sherman County | 2/3/19 |
| Malheur County | 5/2/19 |
| Wheeler County | 5/23/19 |



INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • portofhoodriver.com • Email: porthr@gorge.net

March 9, 2018

The Honorable Kate Brown, Governor
Office of the Governor
900 Court St NE
Salem, OR 97301

Re: **Opportunity Zone Nomination for Census Tract 9503, Hood River**

Dear Governor Brown:

The Port of Hood River, acting in its capacity as the primary economic development agency in Hood River County, respectfully requests your nomination of Oregon Census *Tract 9503* as an Opportunity Zone allowed in the Tax Cuts and Jobs Act of 2017. *Census Tract 9503* encompasses both low income neighborhoods in Hood River that have a critical need for affordable housing and light industrial development sites for job creation in the Hood River Waterfront area.

The Port has been actively engaged in the development of Light Industrial, Flex and Mixed Commercial uses within *Census Tract 9503* for many years. With extensive parks and recreational sites providing access to the Columbia River and miles of pedestrian trails, the area now hosts such famous Oregon names as Tofurky (Turtle Island Foods), pFriem Brewing, DaKine, Hood River Distillers, Ryan's Juice, Camp 1805 Distillers, Sheppard's Ag Supply and others, with an estimated total FTE employment of over 650 people. However, due to the prohibitive cost of land and needed infrastructure, future projects throughout *Track 9503* would benefit greatly from designation as an Opportunity Zone.

In the waterfront area of the Tract, there are significant areas of raw land encumbered by high infrastructure costs and limited allowed uses and project feasibility is very challenging. One such area known as "Lot #1" represents the largest remaining undeveloped light industrial parcel in the City of Hood River. Patient capital is needed to support the needed road and utility relocations as well as storm water facilities that make project feasibility very challenging. The parcel's size and location creates significant opportunities to establish a signature development with a total potential buildout of 145,000 SF - +200,000 SF that would readily meet the goals of the Opportunity Zone program in a relatively short period of time. The Port, City, and private developers have been in consultation for years on how best to implement the proper development of Lot #1. Proper zoning is in place, the project is an established local priority, and job-creating developers are ready to build. We simply need the incentivized investment this Opportunity Zone designation could provide the necessary tool to catalyze development.

Census Tract 9503 is an excellent candidate for an Opportunity Zone nomination for these reasons and because it encompasses an existing Enterprise Zone and Urban Renewal District, is a Rural Low-Income Community (LIC) with a total employment of at least 1,500 and within a county with positive 10-year growth rate for employment. For these reasons, the Port, City and County strongly support designation of *Census Tract 9503* as an Opportunity Zone.

Thank you for your consideration and for your advocacy of this nomination.

Respectfully,

A handwritten signature in blue ink, appearing to read "M. McElwee".

Michael S. McElwee
Executive Director
Port of Hood River

This page intentionally left blank.



CITY OF HOOD RIVER

211 2nd Street, Hood River, OR 97031 Phone: 541-386-1488

March 13, 2018

The Honorable Kate Brown, Governor
Office of the Governor
900 Court Street NE
Salem, OR 97301

Dear Governor Kate Brown:

Re: Opportunity Zone Nomination – Census Tract 9503, Hood River

The City of Hood River supports the Port of Hood River's request to nominate Census Tract 9503 as an Opportunity Zone as provided for by the Tax Cuts and Jobs Act of 2017.

As described in the letter of request from the Port of Hood River, the City has been an active partner with Port in planning for the eventual development of waterfront area Lot #1. The lot is a significant piece of raw land, but does face considerable infrastructure development costs. The Hood River Urban Renewal Agency will likely be able to provide some assistance with infrastructure construction financing, but any incentive investment as provided by the Opportunity Zone designation will be welcome.

The high cost of housing in Hood River City specifically, and Census Tract 9503 generally, has been an unfortunate drag on economic growth and development. The City has received testimony and information from major local employers regarding the need for a variety of new single and multifamily housing opportunities, at a variety of price points. New housing development is complicated in the Columbia River Gorge. The City is moving forward with a three-part strategy to provide more affordable and attainable housing. Nomination of Tract 9503 will be an asset to advance needed housing in this region.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Steve Wheeler".

Steve Wheeler,
City Manager
City of Hood River

This page intentionally left blank.



March 9, 2018

The Honorable Kate Brown, Governor
Office of the Governor
900 Court St NE Salem, OR 97301

Re: Opportunity Zone Nomination for Census Tract 9503, Hood River

Dear Governor Brown:

Mid-Columbia Economic Development District, a regional economic development district supporting five counties along the Oregon-Washington border, supports nomination of Oregon Census Tract 9503 as an Opportunity Zone allowed in the Tax Cuts and Jobs Act of 2017.

Planning, investment and opportunity are all in place to make Census Tract 9503 an ideal candidate, including the fact that the tract:

- Encompasses low income neighborhoods in Hood River that have a critical need for affordable housing and light industrial development sites for job creation in the Hood River waterfront area.
- Encompasses the existing Cascade Locks-Hood River Enterprise Zone.
- Encompasses an Urban Renewal District
- Is a Rural Low-Income Community (LIC) with total employment exceeding 1,500
- Is located within Hood River County, with a positive 10-year employment growth rate.
- Includes direct opportunities to address the extreme housing need facing the County and the region. With extensive investment already made by local partners into policies and identifying tools for development, the Zone could further our toolset to address our number one economic development concern: attainable housing.
- Has seen direct investment to infrastructure. The Port has been actively and successfully engaged in the development of Light Industrial, Flex and Mixed Commercial uses within this census tract many years. The area now hosts well-known businesses in the unmanned vehicles, brewing, value added ag and other industries. However, due to the prohibitive cost of land and needed infrastructure, future projects throughout Tract 9503 would benefit greatly from designation as an Opportunity Zone to further catalyze development.

We appreciate your consideration of this tract for Opportunity Zone designation and advocacy for our rural communities.

Sincerely,

Amanda Hoyt
Executive Director

This page intentionally left blank.

Commission Memo



Prepared by: Kevin Greenwood
Date: March 20, 2018
Re: Mott McDonald Consulting Contract
Amendment No. 1

Mott McDonald, LLC (“Mott”) is an international project management, engineering and development consultancy that has developed and managed large construction projects around the world. The Port contracted with Mott in March 2017 to produce planning level support for the 2017 Oregon Legislative push that resulted in funding for the bridge replacement pre-construction efforts. In addition, the prior contract covered costs related to Philip Rapine’s (Mott’s Vice President–Transaction Advisory) attendance at the Work Session in January.

Amendment No. 1 (attached) to Mott’s existing contract will provide budget authority to develop an updated preliminary planning level cost estimate for bridge construction. This work will be used to market the project and communicate a more up-to-date cost than the estimates generated from the 2011 Type, Size and Location Study.

This amendment will add \$29,500 of service with a total amount not to exceed \$35,000. Services provided by Mott by this Amendment will be reimbursed from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

RECOMMENDATION: Approve Amendment No. 1 to contract with Mott McDonald, LLC for cost estimating services associated with bridge replacement, not to exceed \$29,500.

This page intentionally left blank.

AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this 6th day of March, 2018 by and between Mott McDonald, LLC ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated March 17, 2017 for bridge replacement strategic planning and financial analysis services associated with future replacement of the Hood River Bridge ("Project"); and

WHEREAS, the original contract included meeting attendance, recommendations regarding permitting steps, engineering tasks and construction means, and methods; and

WHEREAS, the Port desires that additional services include updating a preliminary cost estimate for the bridge construction; and

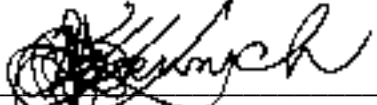
WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed \$29,500 for a total contract amount not to exceed \$35,000 plus reasonable reimbursable expenses; and

Port and Contractor agree to extend the term of the contract through December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

Mott MacDonald, LLC



Paul J. Heydenrych, PE
Vice President
1111 S.W. Columbia Street, Ste. 945
Portland, Oregon 97201
Federal ID #: 16-1006700

Port of Hood River

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

This page intentionally left blank.



Subject Hood River Bridge Pre-PE Estimate

To Kevin Greenwood

From Paul Heydenrych, PE

Our reference Mott MacDonald contract 383276

Office Portland – Columbia Square

Date March 14, 2018

Your reference Hood River Bridge

Discussion Per your request, we have prepared a revised price proposal for developing an updated pre-PE estimate for the replacement of the Hood River/White Salmon Interstate Bridge. Our estimated fee is based on development of an updated year-of-expenditure planning cost for the bridge replacement construction contract using data from the Port of Hood River and SW Washington RTC websites.

Our estimated fee to prepare the estimate is \$27,476.44. The actual cost would be based on actual hours worked, but in no case more than the figure noted above.

The estimate we would prepare is a high-level planning estimate similar to the one prepared by others as part of the Type-Size-Location study. However, even at this “planning” level of effort, many key component costs need to be developed. In overview, our estimating process would be as follows:

First -- Identify and take-off items that can be easily counted; perhaps half of the existing estimate’s line items.

Second – Take off the other major scope items that are the significant cost drivers: the piles of various sizes, bents, box-girders etc., focusing on the big ticket items. Note that among General Structural Concrete, Reinforcement, Post-tensioning, and Bridge Removal, these line items account for about 85% of the total base cost.



Third -- Lay out the project in a simplified, step by step schedule to ensure all aspects are included. Infill with allowances (stating assumptions) where the info is incomplete or missing.

Fourth -- Locate appropriate published unit costs and production rates from similar projects, such as WashDot, ODot, RSMeans, CalTrans etc. Denote the source and published units (Feet vs. Each) etc.

Fifth -- For items where there is no published data (e.g. "Drive PP 48 x 0.5 Steel Piles") develop custom rates using stoichiometric techniques, scaling them up or down if possible, or if necessary develop them based on crews and production.

Sixth -- Using production rates from unit costs, verify the schedule to determine costs for time dependent items like marine support. State assumptions and rates for barges, tugs etc.

Lastly -- Prepare a written report outlining how the estimate was put together.

The approach outlined above is the least cost and most direct method that would yield an updated, independent project cost estimate that the Port can rely on. The only means to further reduce the cost of the estimate would be to simply repeat the previous estimate with a "second opinion" on escalation rates or isolated unit costs, which we believe would not be a good value for the Port, since it would fundamentally be a restatement of the existing estimate.

The total estimated staff hours are 184 and we should be able to get it completed in 4 – 5 weeks.

We hope this revised price meets with your approval. Please feel free to contact me if you have any questions.

Commission Memo

Prepared by: Michael McElwee
Date: March 20, 2018
Re: Waterfront Parking Services Agreement



At the Commission meeting on March 6, the Commission reviewed the proposed Waterfront Parking Plan ("Plan") and directed its implementation starting in summer 2018. The Commission also authorized the purchase of nine pay-to-park kiosks manufactured by Cale for installation within designated portions of the waterfront. Staff has now executed the purchase order with Cale and they are expected to be delivered in about 8 weeks.

The other key decision regarding implementation of the Parking Plan is selection of a firm to manage the processing and collection of parking citations. Staff has discussed options with parking industry representatives and believes that the combination of technology, service experience and pricing provided by Duncan Solutions (dba Professional Account Management, LLC) provides the best value for the Port. The attached draft agreement sets out the terms and conditions of the services that Duncan would be providing. Staff will review the services provided and the key terms of the agreement at the meeting. Note that the specific fees and penalties that would accrue with a parking violation will be drafted over the next several weeks and brought to the Commission for consideration.

RECOMMENDATION: Authorize Services Agreement with Professional Account Management, LLC for parking fee collection services associated with the Waterfront Parking Plan.

This page intentionally left blank.

SERVICES AGREEMENT

This Goods and Services Agreement, made effective on this ____ day of _____, 2018 (Effective Date) is made by and between the Port of Hood River (Client) having a location at 100 E. Port Marina Way Hood River, OR 97031 USA and Professional Account Management, LLC including its subsidiaries, affiliates, subcontractors and representatives (PAM). This Agreement governs all work performed by any affiliate or representative of PAM, such work as described in any document incorporated herein or in any writing amending this Agreement.

WHEREAS, Client intends that PAM manage the processing and collection of Client's parking citation accounts (Accounts) and collection of other evidences of indebtedness (Debts) as may be mutually agreed between the Parties, and PAM intends to manage such Accounts and Debts, and

NOW, THEREFORE, in consideration of the promises and mutual agreements as stated herein, the Parties agree as follows;

- 1. Term and Entire Agreement.** The body of this Agreement and Schedule A and Schedule B and Schedule C and Schedule D (in total, Agreement), incorporated herein by reference and attached, all together represent the entire understanding between the Parties related to the subject matter hereof and any prior agreements, understandings or representations, written or oral and whether expressed or implied, have no effect on this Agreement. This Agreement commences on the Effective Date and terminates five (5) calendar years after Effective Date (Term). This Agreement may be extended by mutual agreement of the Parties (Extension(s)). In the event of any conflict or inconsistency within this this Agreement, precedence is given in the following order: (a) The body of this Agreement, then (b) Schedule A – Pricing Summary, then (c) Schedule B - Processing Services and Schedule C – Collection Services shall be of equal effect, then Schedule D –On-street Parking Enforcement, Citation Management and Secondary Collections Solution Summary.
- 2. Modification and Waiver.** This Agreement may only be modified in writing signed by duly authorized representatives of both Parties. The failure of either Party to insist upon or enforce performance under this Agreement, or the failure to exercise any right or privilege herein conferred, is not a waiver of any such covenant, conditions, rights, or privileges.
- 3. Statements, Invoices and Payments.** PAM shall provide monthly statement(s) itemizing information related to Accounts and Debts. PAM shall invoice Client at least monthly or as otherwise described in the relevant Schedule. Payment by Client of any PAM invoice is due net thirty (30) days from date of invoice. PAM reserves the right to add one and one-half percent (1.5%) interest, or the maximum allowed by law, per month to invoices past due by ten (10) days or greater.
- 4. Confidential Information.** Unless publicly available on the Effective Date of this Agreement, all business and technical information including but not limited to trade secrets, know-how, show-how, proprietary data, programs documents, studies, reports or data provided or exposed under this Agreement will be kept as confidential proprietary information (Confidential Information) of the Party disclosing the Confidential Information and will not be divulged or made available to any individual or organization without the prior written approval of the original disclosing party.
- 5. Patents, Trademarks, Copyrights, Ownership.** All intellectual property, including, but not limited to, inventions, plans, works, mask works, trademarks, service marks and trade secrets, software, and firmware (collectively, Works) invented, developed, created or discovered in the performance of this Agreement are the property of the Party that so invented, developed, created or discovered such Works. Client acknowledges and agrees that all Works and other intellectual property of PAM remains the sole property of PAM. Client acknowledges and agrees that it shall not sell, license, lease, rent, dispose, or otherwise use any part of the Works for any purpose other than the purpose contemplated under this Agreement without the express written permission of PAM. Nothing in this Agreement requires either Party to further purchase or provide products or services.

SERVICES AGREEMENT

6. Relationship of the Parties. PAM agrees and understands that services performed under this Agreement are performed as an independent contractor and not as an employee of Client and that PAM acquires none of the rights, privileges, powers or advantages of Client employees. PAM's relationship to Client in the performance of this Agreement is that of an independent contractor. Performance under this Agreement will at all times be under the direction and control of PAM. PAM shall pay all wages and salaries and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation and worker's compensation. This Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in this Agreement gives any Party the right to use any corporate names, trademarks or trade names of any other Party. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of PAM is granted or implied unless expressed in writing. Client and PAM may each be referred to individually herein as Party or collectively as Parties.
7. Indemnification. Each Party indemnifies and will defend the other, its employees and agents from claims, damages and liability occasioned by or arising out of negligence in the performance of this Agreement. Except to the extent caused by the sole negligence or willful misconduct of the other Party, each Party shall indemnify and hold and save each other, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, costs (including defense) and losses accruing or resulting to any person firm, or corporation that may be injured or damaged by the other in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement for any reason.
Each Party shall indemnify and hold and save each other, its officers, agents, and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement.
8. Limitation of Liability and Disclaimer. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO WARRANTY, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF REVENUE, LOST PROFITS, BUSINESS OR GOODWILL.
9. Compliance with Laws. Parties shall ensure full compliance with federal, state and local laws, regulations, directives, ordinances and executive orders applicable to the performance of this Agreement.
10. Audit and Records.
- a. PAM agrees that Client, or any of its duly authorized representatives may, at any time during normal business hours and upon reasonable notice to PAM, have access to and the right to examine and audit books, documents, papers, records, and other items that relate to accounting and performance under this Agreement.
 - b. PAM shall maintain these records for a period of three (3) years from the date of any termination of this Agreement. The inspection requirements of this section shall survive any termination of the Agreement by no less than three (3) years.
 - c. Client shall maintain and control a bank account (Client Account) for purposes of deposit of funds collected by PAM in performance of this Agreement.
 - d. At least monthly, Client shall audit records related to the deposit of funds by PAM into Client Account and reconcile such records with deposit data provided by PAM. Client shall report any variance to PAM within sixty (60) calendar days after the closing date of the record that includes the alleged variance.

SERVICES AGREEMENT

- e. Client shall provide all records and documents related to any variance, as requested by PAM, including without limitation; (1) bank deposit slips, (2) cumulative financial reports, and (3) account-related communications
 - f. Client acknowledges and agrees that PAM is not be responsible for variances caused in whole or in part by Client, any financial institution, vandalism, theft, force majeure events or variances not reported as required under this section.
11. Severability. If any provision in this Agreement, or the application thereof to any person or circumstance is determined by any competent court to be held invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remainder of this Agreement, unless that effect is made impossible by the absence of the omitted provision.
12. Assignment. This Agreement is for the sole use of Client and cannot be used by or for any other entity without prior written approval by PAM. Any assignment is null and void without the advance written consent of the non-assigning Party.
13. No Third-Party Beneficiaries. The Parties specifically intend and agree that no one other than the Parties to this Agreement, except either Parties subsidiaries, affiliates, successors or any controlling parent, whether now existing or hereafter resulting from a merger, acquisition, or restructuring of the Party, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.
14. Insurance. During the Term, PAM will maintain such Bodily Injury, Liability and Property Damage Liability Insurance as is reasonably protective in performance of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount reasonably specified by Client.
15. Sub-contracting. PAM is authorized to engage subcontractors at PAM's sole expense. PAM shall notify Client of the name, address, and other information reasonably requested regarding any proposed subcontractor, in advance of use of such subcontractor. Client shall respond in writing within two (2) business days of PAM's request for approval. Approvals under this section will not be unreasonably withheld by Client.
16. Licenses and Certificates of Authority. During the Term and any Extension, PAM will maintain all licenses and certificates of authority required by law.
17. Arbitration. Any controversy arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) of Oregon. Another location for arbitration under the Rules of AAA may be chosen if mutually agreed by the Parties. The consideration given by the Parties herein is deemed consideration adequate to support this Agreement for arbitration. A judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof in accordance with California law except as otherwise provided herein. The arbitrators shall have all powers of a court of law in the relevant jurisdiction. Such powers shall include but shall not be limited to: (a) the power to issue temporary restraining orders and injunctions; (b) the power to award damages; (c) the power to issue subpoenas; and (d) the power to issues all orders and to take all actions necessary to enforce their jurisdictions as provided by law. The identity of the arbitrator shall be agreed upon by the Parties. An award in arbitration shall be final and binding upon the Parties and enforceable under law. The prevailing Party in any arbitration proceeding herein shall be awarded its costs and expensed including reasonable attorney fees. For purposes of this contract, a "prevailing party" shall be the party awarded any non-monetary relief sought or more than fifty percent (50%) of the monetary damages sought.
18. Termination for Cause and Notice. This Agreement may not be terminated by Client for convenience during the Term. Client may terminate for cause or convenience during any Extension. Any notice of termination must be provided in writing a minimum of thirty (30) days in advance of the effective termination date and

SERVICES AGREEMENT

must state reasons for termination. In the event of termination of this Agreement, PAM will provide a final invoice and Client shall pay all outstanding amounts as herein described.

Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder will be in writing and deemed delivered (1) business day after delivery by a reputable overnight delivery service; or upon delivery by courier or in person to the following addresses:

To PAM: Professional Accounts Management - Contracts
633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin 53203

To Client: Mr. Michael S. McElwee – Executive Director Port of Hood River
1000 E. Port Marina Way Hood River, OR 97031

- 19. Applicable Law. This Agreement is construed and will be enforced under the laws and in the courts of the State of Oregon without consideration to any conflicts of laws principles.
- 20. Authorization. Representatives signing below warrant that they are duly authorized by their respective Parties to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last written below;

PORT OF HOOD RIVER, OREGON

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

SERVICES AGREEMENT


SCHEDULE A – PRICING SUMMARY

| Citation Processing Services | | | |
|--|------------|--|--|
| Description | Upfront | Ongoing | Includes |
| Parking Management Software (Includes all Items Listed in above tables) | \$7,500.00 | \$2,000.00 per month | Full citation processing software suite configuration, training, implementation, hosting, and ongoing support as described above |
| Web/IVR Payment Convenience Fee (Paid by Motorist) | - | \$2.95 per citation paid via web or IVR systems | Hosted payment website and IVR systems as described in the table above |
| Postage for Processing Notices | - | \$0.415 Per Letter Sent | Direct pass-through costs for all letters sent |

| Delinquent Special Collections | | | |
|--------------------------------|---------|--------------------------------|---|
| Description | Upfront | Ongoing | Includes |
| Special Collection Fee | - | 30.00% of revenue collected | <p>A full-service secondary collections process following after assignment to collection agency (90 days)</p> <ul style="list-style-type: none"> • Notice generation • Target population analysis • Effectiveness reports • Skiptracing • No name and address research • Outbound Calling |

| Parking Permit Processing | | | |
|--|---------|-----------------------|--------------------------------------|
| Description | Upfront | Ongoing | Unit |
| Parking permit system and setup (optional) | \$3,500 | \$250.00 per month | Included in citation processing rate |
| Postage and Permit Costs | TBD | TBD | Direct pass through |

SERVICES AGREEMENT

| Parking Enforcement Equipment | | | |
|---|--------------------|-----------------|--|
| Description | Upfront | Ongoing | Unit |
|  <p>Two Technologies N5Z1 Scan</p> | \$27,928.00 | \$200.00 | <ul style="list-style-type: none"> • Samsung Note 5, 4G LTE, 5.7-inch QHD (2560x1440, 518 ppi) Super AMOLED, Android OS, SIM Card Not Activated, Dedicated Honeywell Scanner, Multitouch Capacitive Touchscreen, Wi-Fi 802.11 a/b/g/n/ac, Internal Memory: 4GB RAM, Standard 32GB Storage, (Not Accessible, Contact Your Sales Person for Pricing on Additional Memory), 16MP Camera with LED Flash, A-GPS Support, IP65 Rated, Bluetooth v4.2,1D/2D Barcode Imaging Utility, 4 Distinct Hot Keys, Integrated 3" Thermal Printer • Single Position N-Class Dock. Dual Drop-in Cradle/Battery Charger (Includes Power Supply, Cable) • Three Year Extended Warranty - N5Z1-SCAN • Project Management & Configuration (Implementation Methodology and Approach) • Training and Installation (1 days on site, 1 days back office installation). • N5Z1-SCAN Carrying Case • Includes AutoISSUE Software Maintenance, AutoISSUE Hosting, Real-time Interface Integrations, Extended Hours Support Desk Services, PEMS Hosting, Disaster Recovery, and AirWatch Remote Management Subscription. Includes wireless communication services |
| 4G LTE Wireless Services | - | \$75.00 | Wireless Communication Services 6GB - Verizon (Per unit/per month)* |
| License Plate Recognition Framework | \$2,000.00 | \$20.00 | Enhanced LPR Plate Scan and Integration |
| Total | \$29,928.00 | \$295.00 | Complete enforcement system configured to the Port's specifications and integrated with Cale's MSMs for violation identification through LPR. |

SERVICES AGREEMENT

Terms and Conditions

1. The Port will be responsible for all postage costs associated with the mailing of Port notices mailed prior to assignment to special collections. Vendor is responsible for postage costs following assignment to special collections.
2. The Port will assume costs associated with the Printing of Parking Permits
3. All post-implementation changes or enhancements requested by the Port will be performed by Duncan on a time and materials basis. The billing rates to be used will be the rates in place when the work is completed. All requests for systems changes and/or enhancements will be submitted in writing by the Port, from which Duncan will furnish an estimate.
4. Consumables, including ticket stock, receipt paper, printer ink cartridges and toner will be provided by, or purchased by, the Port.
5. The above pricing is based on a five (5) year contract term. In the event the Port requests a different term or an alternate structure, we will also need to evaluate impact on the prices contained herein.

SERVICES AGREEMENT

SCHEDULE B - PROCESSING SERVICES

1. Referral and Reconciliation. PAM shall receive and process parking citations that Client mails or otherwise delivers to it. Client shall deliver, mail, or transmit all parking citations on a daily basis. PAM will provide a daily reconciliation of the number of citations delivered by Client.
2. Computer Programs and Hardware. PAM will provide all software, written procedures and other supporting items required in performance of this Agreement. PAM shall be responsible for the warranty and maintenance of all hardware and software including AutoPROCESS. Client is responsible for any damage, loss, and/or theft of any/all computer hardware, software, and/or equipment used by Client at Client's location. Client will provide insurance coverage for such equipment as described herein.
3. Base Processing. Notice of illegal parking or violation (collectively, Citations) issued by Client, whether through AutoPROCESS or manually, will be entered into PAM's system and cleared upon payment or other disposition.
 - a. Requests for Registered Owner information will be sent to the appropriate Departments of Motor Vehicles (DMV).
 - b. Delinquent notices, as required, will be generated and mailed by PAM to the Registered Owner including the penalty or fine amount. Payments by mail will be made directly to PAM.
 - c. DMV registration liens will be placed on vehicles having unpaid fines and fees in compliance with the California Vehicle Code and other applicable state and local laws. DMV liens shall be removed through DMV when the entire amount of parking citation fines, fees, and penalties due against the vehicle are satisfied. No extra processing charge will be made for a citation not correctly processed and subsequently corrected and re-entered into the database.
4. Suspension of Processing. PAM shall suspend processing any citation referred to it upon written notice to do so by Client. PAM shall maintain records indicating any suspension result.
5. Computer System. PAM will provide Client with internet inquiry capability at the Client location for retrieval of parking citation information. Three (3) user licenses will be installed at the Client location. Client is responsible for all internet connection or other related costs.
6. Collection and Deposit of Funds. At the direction of Client, PAM shall collect and deposit monies received for the payment of parking citation fines and fees into a parking account with a financial institution local to and in the name of Client. Costs related to such account are the sole responsibility of Client.
7. Collection Disbursement. PAM shall disburse to Client on a monthly basis, all monies on deposit from the payment of parking citation fines and fees. Disbursement will be made after the close of the processing month beginning the month following the Agreement date.
8. IVR and Internet Payments. PAM shall provide the public with the ability to pay parking citations using an accepted credit card via an Interactive Voice Response (IVR) system or the internet. The cost for these services, including credit card discount fees, will be recovered by PAM in the form of a convenience fee assessed to the violator for each citation paid.

This space intentionally blank.

SERVICES AGREEMENT

SCHEDULE C – COLLECTIONS SERVICES

1. Performance by Client
 - 1.1. Authority to Collect. Client hereby authorizes PAM to use any legal means necessary to collect Debts placed with PAM by Client.
 - 1.2. Ownership of Debts. Client maintains ownership of all Debts placed with PAM for collection under this Agreement. Client maintains all legal right and title to Debts unless otherwise agreed in writing between the Parties.
 - 1.3. Duty to Provide Information. Client agrees to provide PAM with all information obtained regarding each Debt placed with PAM under this Agreement. It is the obligation of Client to provide PAM with all information that may prohibit or delay the collection of the Debt or in any way impact the ability of PAM to collect the Debt, including but not limited to bankruptcy, death, legal disability or other potential or actual defenses, including statute of limitations defense.
 - 1.4. Warranties. Client warrants that, to the best of Client's knowledge, the Debts placed with PAM have been reviewed by Client in accordance with this Agreement prior to transfer to PAM, and that the balances reported to PAM are true and accurate, that all obligors on Debts have been disclosed and that all disputes and defenses of debtors have been reported to PAM.
 - 1.5. Notice of Dispute. Client will inform the PAM in writing, or by such other means as the Parties may expressly mutually agree from time to time, of any Debts subject to this Agreement that have been or are in dispute. Disputes under this provision include oral and written indications and statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt. If such dispute is made in writing by debtor, Client will notify PAM of the date of the writing and provide PAM with the original written dispute or a copy thereof.
 - 1.6. Continuing Obligation. Client will continue to provide the most current version of the information required under this Agreement throughout the Term and any Extension.
 - 1.7. Authorization to Receive and Endorse Payments. Client authorizes and appoints PAM to collect and receive all payments due or payable to Client for Debts placed with PAM. PAM has authority to receive payments in any form including but not limited to cash, check, money order, or electronic payment and has authority to endorse all such payments as may be required.
 - 1.8. Authorization to Investigate. Client expressly authorizes PAM to perform investigative services related to ordinary debt collection activities.
2. Performance by PAM
 - 2.1. Agreement to Collect. PAM agrees to provide debt collection services to Client in compliance with all applicable laws, regulations, licensing and bonding requirements.
 - 2.2. Documentation of Accounts/Financial Reporting. PAM will provide monthly, detailed reports of collection activity related to Debts. The reports include the principal amount of the Debt; amounts collected to date including any allowable fees, costs and interest; dispute information, requests for validation by debtor; agreements by the debtor regarding future payments, bankruptcy, death or legal disability of the debtor, amount of commission retained by PAM, amount remitted to the Client and amount remitted to others under this Agreement.
 - 2.3. Insurance and Bond Coverage. PAM will maintain at least the minimum level of insurance and bond coverage required by ACA or state law, whichever is greater, in all jurisdictions in which engaged in collection activity under this Agreement.
 - 2.4. Trust Account. PAM warrants that it will maintain a trust account as required by state law while PAM is engaged in collection activity under this Agreement.
 - 2.5. Methods and Compliance. PAM uses ordinary and reasonable collection efforts as permitted by law and will at all times comply with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all applicable state, federal and local laws and regulations applicable to collections under this Agreement.
3. Legal Process. Client reserves sole right and authority to place Debts in litigation, including Debts subject to a forwarding agreement. Client may authorize PAM in writing to retain an attorney and commence litigation on behalf of Client, subject to separate terms and conditions mutually agreed in writing between the Parties. At

SERVICES AGREEMENT

no time, nor in any case, does PAM accept any responsibility or liability for any expenses, fees, or damages or any costs or liability related to legal process or use of an attorney to collect Debts.

4. Cost and Fees

4.1. Collection Fee. The cost of collection services described in this Agreement is percentage-based contingent on Debts collected. A Debt placed for collection with PAM or with an attorney to obtain judgment or otherwise satisfy payment of the Debt is subject to a fee of 30% of the amount actually collected (Collection Contingency Fee) by PAM. The Collection Fee is in addition to any and all other costs including but not limited to court costs, sheriff's fees, interest, late fees, investigatory fees, or other costs incurred directly or indirectly by PAM in collection of amounts owed under this Agreement.

4.2. Interest and Fees on Debts. Client hereby authorizes PAM to add interest, civil penalties, litigation and legal process fees, court costs, attorney fees and other such expenses relating to the collection of Debts as provided by law or debtor contract and to collect this amount from the debtor. Such amounts are considered part of the total original amount placed for collection.

4.3. Remittance. Amounts due Client based on one (1) calendar month of collections will be remitted to Client by the fifteenth (15th) day of the following month. PAM will provide a report of collection activities to Client, up to and including the date of any expiration or termination of this Agreement within thirty (30) calendar days of expiration or termination.

4.4. Reimbursement and Set off. Any fees, costs or expenses incurred by PAM in the course of collection of Debts will be set off against amounts due Client for Debts collected. Should funds collected be insufficient for payment in full through set off, Client understands and acknowledges that PAM will invoice Client for all such costs and expenses.

5. NSF and Disputed Payments. In the event that any Debts reported to Client as paid are subsequently returned NSF or reversed as disputed, PAM will reverse the amount of such Debt payment and all fees taken on such payment from the current month's billing statement.

6. Authorization To Forward Accounts. PAM may forward any of Client's Debts to another collection agency if the debtor has moved out of the general business area of PAM, and such other collection agency shall have authority to exercise all ordinary and reasonable collection efforts as permitted by law, and shall remit any payments made to PAM less agreed commissions, and PAM shall then remit to Client less any agreed commissions.

7. Right To Withdraw Accounts or Termination. Client may request the return of any Debts not yet collected provided thirty (30) calendar days advance written notice (Notification Period). PAM agrees to return Debts not collected by the end of the Notification Period along with appropriate financial records of the Debts including amounts collected, commission retained, additional fees, interest and charges added, and a detailed statement of expenses incurred by PAM on behalf of Client. In the event of termination of this Schedule or the Agreement, the Client will pay all amounts due under this Agreement on Debts that have been collected through the end of PAM's business day on the date of termination.

8. Assignment and Process. PAM will accept assignment of Debts in accordance with the following business rules;

8.1. Have reached delinquent status

8.2. where first notice mailed

8.3. all penalties applied

9. Collection Letters. PAM will propose collection letters to Client for review, edit and approval. Collection letter types may include Notice of Assignment to Collection Agency, Demand for Payment, Pending DMV Hold, Pending Tax Offset (where applicable), or Pending Credit Bureau Placement.

10. Skip Tracing. PAM will provide skip trace services where required to locate violators a current address for all Debts.

11. Customer Service. PAM will provide a toll-free Customer Service number listed on all correspondence for violators to contact PAM for any reason.

12. Debtor Dispute Resolution. PAM will provide dispute resolution services, in accordance with business rules established by Client, to review violator claims of non-liability and forward accounts to Client where PAM has determined a valid reason for dismissal. Client, at its sole discretion, will make final decisions on such matters and update the AutoPROCESS System to reflect such decision.

SERVICES AGREEMENT

13. Lockbox Remittance Processing. All PAM Collection letters include a return remittance envelope addressed to PAM's remittance processing center. PAM will provide lockbox remittance processing of all payments and update the AutoPROCESS System on a daily basis.
14. Bank Account. PAM will maintain a bank account in the name of PAM and Client (Bank) for deposit of all revenue received directly from lockbox, internet and IVR payment sites. The Bank will be available for inspection at any time by Client through on line access.

**SCHEDULE D –ON-STREET PARKING ENFORCEMENT, CITATION MANAGEMENT AND SECONDARY COLLECTIONS
SOLUTION SUMMARY**

This space intentionally blank.

Port of Hood River Oregon



On-Street Parking Enforcement, Citation Management and Secondary Collections Solution Summary

February 28, 2018



Portions of this proposal contain valuable and protected information, ideas, know-how, concepts, processes and trade secrets that are the sole property of Duncan Solutions, Inc. and its affiliates. This protected data shall not be disclosed outside the proposal evaluation team and shall not be duplicated, used or disclosed in whole or in part for any purpose except the procurement process related to the subject Request for Proposals (RFP).

Release of confidential information may place Duncan Solutions at serious and irreparable competitive disadvantage in future procurements by providing our competitors with sensitive, confidential and proprietary information that would be unavailable to any third party but for the disclosure of this proposal. In the event that a third party makes a request for disclosure, please notify Duncan Solutions immediately in writing, so that we may have the opportunity to participate in any disclosure discussions and decisions.

This response is presented by
Professional Account Management, LLC
a wholly owned and controlled subsidiary of Duncan Solutions, Inc.
For simplicity, we routinely refer to our company as
“PAM” or “Duncan”.



Mr. Michael S. McElwee
Executive Director
Port of Hood River
1000 E. Port Marina Way
Hood River, OR 97031

February 28, 2018

Dear Mr. McElwee,

Thank you for allowing Professional Account Management, LLC (PAM), a Duncan Solutions company, to propose how we can help the Port of Hood River realize industry leading parking enforcement, citation processing and revenue recovery with a focus on customer services. Enclosed is our proposal for a comprehensive on-street parking management solution. This proposal is firm for one hundred and eighty (180) days and can be extended upon mutual agreement.

Duncan has over 30 years' experience helping government agencies deliver successful full service parking programs. Our parking service offering includes citation issuance, citation processing, permit management, secondary collections and much more for cities across the United States. With our expertise we have been able to manage and provide our services to some of the leading cities, ports, universities and toll authorities throughout the nation. *Our client portfolio is vast within our western region and includes over 60 municipalities, including Sacramento, Glendale, Burbank, Palo Alto, Bay Area Toll Authority, Spokane and several more.*

Based on our understanding of your requirements, our program will provide the Port with a comprehensive parking citation management system, designed to optimize customer service, improve program compliance, and maximize program collection rates through the use of the latest parking enforcement and customer self-service technology. We believe that a core benefit of this system stems from the integration of its component parts into a related whole, with the AutoPROCESS database at its center. This configuration allows system components as well as system users to easily interact and access necessary data. Key features of our solution include:

Proprietary System – AutoPROCESS

- Single, seamless system meeting all functionality required by the Port
- Evolved over 30 years and spanning the entire US
- Core technology to support industry best practices and provide feature enhancements

Proven Revenue Generation

- Demonstrated track record of superior revenue generation performance
- Top customers have secondary collection rates in excess of 40% compared to the industry average of 22% (1) ACA Top Collection Markets Survey 2011

Unmatched DMV Lookup Capabilities

- DMV registration information, managing authorizations, business rules, data processing and compliance for all 51 DMV's
- Manages complex interfaces, business rules, policies and administrative requirements
- Experts who have developed strong knowledge and relationships with DMVs

Efficient Skiptracing to Locate Payers

- Proprietary, high efficient processes to identify debtor contact details
- Waterfall approach to prioritize the least costly and most effective resources
- Domain specific parking and vehicle focused solution; competitors offer a generic solution

Integrations, Integrations, and More Integrations!

- Through our years within the parking industry, we have developed partnerships with countless vendors to ensure complete system integration capabilities.
- Our vendor list includes, but is not limited to: Pay by Phone, Parkeon, **CivicSmart**, Paylock, New World Systems, Pango, **Cale**, Tyler Technologies, Park Now, Genetec, Manatron, ACE Software, Sungard, Gtechna, Lawson, 3M, Passport, TIBA, Sanef, iNovah, Parkmobile, ELSAG, etc.

Industry Accreditations, Compliance Standards, and Best Practices

| | |
|---------------------------------|----------------------------|
| • PCI Level I Compliance | • ACA International |
| • SSAE 16 SOC | • FDCPA |
| • BBB A+ rating | • AAMVA |
| • Interpreting | |

Understanding that technology is only as good as the support that surrounds it, Duncan also assumes full responsibility for product delivery, implementation, project management and ongoing support to effectively meet the needs of the Port.

We look forward to the opportunity to work with the Port of Hood River to implement innovative parking violation processing and collection services that will fully support the Port's parking program objectives.

Should you have any questions or concerns regarding this notification, please do not hesitate to contact me. I can be reached by phone at (414) 847-3792 or by e-mail at mlucaey@duncansolutions.com.

Sincerely,

Marc Lucey
VP, Parking & Mobility Solutions
Duncan Solutions, Inc.

Table of Contents

Table of Contents i

1. Citation Management Software..... 1

 Payment Processing 3

 Management Reports 4

 Generating and Tracking Notices 5

 Audit Trail 5

2. DMV Interface 6

 Nlets Information Access 6

 In-State Information 6

 Out-of-State Information 7

3. Training 8

4. Convenient Payment Options..... 9

 Phone Payments 9

 Online Payments 9

 Customized Webpage 9

5. AutoISSUE Citation Issuance Software 11

6. Electronic Ticketing Handhelds 13

 Consumer grade devices 13

 Samsung Galaxy S7 & S8 13

 Zebra iMZ320 13

 Commercial Grade Devices 14

 Two Technologies N5 Scan Solution 14

 Zebra ZQ510 Printer 14

7. Itemized Cost for Services 15

 Proposer’s Item Pricing 17

 Terms and Conditions 21

8. Other Related Services 22

I. Citation Management Software

The core of Duncan’s proposed citation processing and management solution is its AutoPROCESS application. AutoPROCESS is an integrated and flexible system for citation processing which is augmented by a suite of back-office services to provide comprehensive citation management.

We believe the true value of any system is determined by the combination of its parts and the interplay between those parts, for this reason, Duncan’s AutoPROCESS was designed as a modular system—enabling us to employ a customized approach specific to each of our clients.

A brief overview of the core components of our AutoPROCESS system follows.

Citation Processing and Management Solution



AutoPROCESS’s modular design provides a feature rich, user-friendly system.

IMPORTANT: *The success of the program begins with system input. If initial entry is incorrect, then every phase will be adversely affected.*

AutoPROCESS contains a seamless process that enables automated batch importation of electronic tickets and related data from the handhelds—such as the importation of photos, voice files, and citation images. This wireless capability enables real time validation of scofflaw enforcement lists for improved enforcement management. A schedule, determined by the Port, will be configured for wireless or automated batch transfers.



PAYMENT PROCESSING: *Comprehensive, convenient, and easy to use payment options and great customer service are customer touch points that create a lasting impression.*

Duncan provides a variety of payment options convenient to the customer and utilizes high volume, accurate processing technology. We work with each client to customize payment services options to meet their specialized needs and the needs of their citizens.



DMV DATA MANAGEMENT: *Correct registered owner information is essential to citation life cycle and collection of revenue.*

Duncan provides DMV registered owner (RO) name and address services for all 50 states, the District of Columbia, Canadian provinces and apportioned vehicles in Mexico (when/where legal). Duncan’s comprehensive DMV RO process uses a combination of Nlets, direct DMV access, and other DMV data sources to acquire the expansive reach of our services.



NOTICING: Notice generation and mailing need to be cost-effective, highly scalable, and flexible to meet a variety of noticing specifications.

AutoPROCESS utilizes automated system routines that run daily to determine if citations are eligible for the generation and mailing of notices. These automated processes are based on rules, formats, and content that are defined and approved by the Port of Compton. In addition, our solution also identifies and processes special bulk correspondence runs such as partially paid citations, NSF transactions, drive-away letters, administrative review/hearing letters, permit renewal notifications, and other conditions as agreed upon by the Port.



COLLECTIONS: Government agencies have important budgetary goals and the revenue from delinquent accounts can be an important alternative to raising taxes or issuing public bonds.

Duncan employs a proven collection methodology designed to deliver maximum collections while ensuring a positive public perception of the program. Using a straightforward model, we maximize efficiency by obtaining and utilizing registered owner data to generate smarter collections campaigns, all in strict conformance with regulations such as the Fair Debt Collection Practices Act (FDCPA), the Telephone Consumer Protection Act (TCPA), and the Fair Credit Reporting Act (FCRA).



SANCTIONS: The use of sanctions and the quick removal of the sanction when payment has been made are essential to the customer's overall viewpoint of the Port's program operation.

The AutoPROCESS Boot and Tow module provides the ability to facilitate the dispatching, monitoring, management and reporting of Boot and Tow programs as they may apply to a given municipality. The system provides for event driven capture of information directly into the AutoPROCESS database including integration with payment functionality that creates and relieves fees associated with the Booting and Towing operation.



ADJUDICATION: The public's perception of a Port's overall citation management operation is, in part, attributable to the ease-of-use, fairness, and efficiency of the adjudication process.

Duncan provides online citation administrative review and administrative hearing request solutions that will meet the Port's requirements and we have done so in places like San Diego, CA with great success. On an annual basis, our solution manages over 100,000 hearings for client agencies.



Payment Processing

Duncan provides all required hardware, software, and support services to accommodate all payments, whether by credit card, bankcard, money order, check, or cash. AutoPROCESS can provide payment acceptance and processing capabilities for citations and booted/towed vehicles through the following methods:



INTERNET PAYMENT (WEB) SOLUTION:

Duncan’s fully integrated AutoPROCESS web module is used for real-time citation inquiry, credit and debit card payment processing, and is fully compliant with Payment Card Industry (PCI) data security card standards. Our solution can be accessed through a link on the Port’s website.



Mobile Payment

MOBILE PAYMENT SITE:

Duncan’s mobile friendly-device version of our PCI-compliant internet payment site allows users to make citation payments directly from a smartphone, tablet, and other mobile devices.



PHONE AND PAY

PAY-BY-PHONE PAYMENT SOLUTION:

Duncan’s multi-lingual, PCI-compliant IVR system currently processes over 400,000 payments and manages over one million inbound calls annually, with low wait times and high payment rates.



POINT OF SALE SYSTEM INTERFACE: *(if applicable)*

AutoPROCESS can be interfaced with the Port’s point of sale system for over the counter payment acceptance. This option enables the Port to utilize its own existing point of sale system to accept citation payments and update AutoPROCESS via batch interface.



PORT’S MAIL PAYMENT PROCESSING SOLUTION INTERFACE:

(if applicable)

AutoPROCESS can provide a batch interface to import mail payments processed by the Port using an automatic remittance processor. A payment envelope is provided with the citation allowing the person to easily drop payment in the mail.



PAY BY MAIL—LOCKBOX PAYMENT PROCESSING:

Duncan has an established, audited procedure to ensure that every payment is processed and applied to the appropriate account and all money is deposited into client accounts the same day it is received. Each step of our procedure has built in controls to ensure no mail is overlooked and all is processed correctly.

Management Reports

AutoPROCESS has a true, easy-to-use management reporting module that offers access to over 100 standard management reports as well as an Ad-hoc report writing tool for the development of custom reports. All reports within AutoPROCESS are exportable and printable in multiple, different formats (PDF, Excel, Word, etc.) allowing for additional data manipulation, analysis, and reporting. Reports selected by the Port can be run on a routine basis and routed to designated staff, as identified by the Port. Duncan will train authorized Port staff on how to use the reporting module and the integrated Ad-hoc report writing tool, and will provide initial assistance in the creation of Ad-hoc reports. A handful of the different reports are listed below.



AutoPROCESS Standard Reports—Sampling

- Monthly Billing Support
- Officer Activity
- Open Citations (in-state vs. out-of-state)
- Officer Summary YTD Monthly Recap
- Aging Citations
- Habitual Offender Hot Sheet
- Contested Citations Pending and Outcome
- Void/Dismissal by Operator
- DMV Monthly
- Revenue Distribution Surcharge
- Refunds Due
- Payment Type
- FTB or Special Collections
- Additional Reports Requested by Client
- Violation Summary
- Violation Summary by Officer

Two standard report samples are provided below. Additional report samples can be provided.

Violation Summary Report

| Violation Summary Report | | | | | | | | | |
|--|---------------------------------|--------------------|---|-------------------------------------|------------------|-------------|------------------|------------|------------|
| Data Type: Parking | | User ID: FREDLISER | Creation Date/Time: 6/13/2017 10:07:05 AM | | Page: | | | | |
| Issue dates of 06/01/2016 through 06/30/2016 | | | | City of [REDACTED] cloned_8/23/2017 | | | | | |
| Agency: All | | | | | | | | | |
| Violation | Vio Description | Fine Amount | Late Amount | Valid Count | % of Total Valid | Total Fines | % of Total Fines | Void Count | % of Total |
| 2113(A) | PARKED ON PUBLIC GROUND | \$48.00 | \$48.00 | 7 | 0.14% | \$308.00 | 0.16% | 0 | 0.00% |
| 22500(B) | PARKED IN CROSSWALK | \$99.00 | \$99.00 | 1 | 0.02% | \$99.00 | 0.04% | 0 | 0.00% |
| 22500(E) | PARKED BLOCKING A DRIVEWAY | \$48.00 | \$48.00 | 17 | 0.34% | \$816.00 | 0.26% | 0 | 0.00% |
| 22500(F) | PARKED ON SIDEWALK | \$48.00 | \$48.00 | 1 | 0.02% | \$48.00 | 0.02% | 0 | 0.00% |
| 22500(H) | DOUBLE PARKED | \$48.00 | \$48.00 | 1 | 0.02% | \$48.00 | 0.02% | 0 | 0.00% |
| 22500(a) | PARKED NEARLY INTERSECTION | \$48.00 | \$48.00 | 1 | 0.02% | \$48.00 | 0.02% | 0 | 0.00% |
| 22500(b) | PARKED IN CROSSWALK | \$99.00 | \$99.00 | 3 | 0.06% | \$297.00 | 0.11% | 0 | 0.00% |
| 22500(e) | PARKED BLOCKING A DRIVEWAY | \$48.00 | \$48.00 | 36 | 0.70% | \$1,728.00 | 0.74% | 0 | 0.00% |
| 22500(f) | PARKED ON SIDEWALK | \$48.00 | \$48.00 | 22 | 0.44% | \$1,056.00 | 0.47% | 0 | 0.00% |
| 22500(h) | DOUBLE PARKED | \$48.00 | \$48.00 | 6 | 0.12% | \$288.00 | 0.11% | 0 | 0.00% |
| 22500(i) | PARKED IN BUS ZONE | \$268.00 | \$63.00 | 1 | 0.02% | \$268.00 | 0.12% | 0 | 0.00% |
| 22500(j) | UNLAWFUL ACCESS | \$268.00 | \$63.00 | 1 | 0.02% | \$268.00 | 0.09% | 0 | 0.00% |
| 22500 l | PARKED IN A PRELAME | \$73.00 | \$73.00 | 3 | 0.06% | \$219.00 | 0.10% | 0 | 0.00% |
| 22502(A) | PARKED 18 INCHES FROM RIGHT | \$43.00 | \$43.00 | 7 | 0.14% | \$301.00 | 0.11% | 0 | 0.00% |
| 22502(a) | PARKED 18 INCHES FROM RIGHT | \$43.00 | \$43.00 | 20 | 0.40% | \$860.00 | 0.26% | 0 | 0.00% |
| 22502(x) | LEFT SIDE OF ONEWAY | \$38.00 | \$38.00 | 1 | 0.02% | \$38.00 | 0.02% | 0 | 0.00% |
| 22507 (b)(A) | DISABLED PARKING | \$343.00 | \$63.00 | 2 | 0.04% | \$696.00 | 0.26% | 0 | 0.00% |
| 22507 (b)(B) | DISABLED PARKING | \$343.00 | \$63.00 | 6 | 0.12% | \$2,058.00 | 0.81% | 0 | 0.00% |
| 22507 (b)(C) | PARKED IN CROSSHATCHES OF | \$283.00 | \$63.00 | 2 | 0.04% | \$566.00 | 0.20% | 0 | 0.00% |
| 22514 | PARKED WITHIN 15 FEET OF A FIRE | \$48.00 | \$48.00 | 104 | 2.08% | \$4,992.00 | 7.62% | 0 | 0.00% |

Generating and Tracking Notices

Duncan sends over 9 million notices annually on behalf of our clients. To streamline the generation of outbound notices and correspondence, AutoPROCESS utilizes automated system routines which run daily to determine if citations are eligible for the generation and mailing of notices. In addition to standard notice generation, our solution also identifies and processes special bulk correspondence runs such as partially paid citations, NSF transactions, drive away letters, permit renewal notifications, and more.

Duncan's noticing generation and services process includes the following:

- Providing all forms, envelopes, notices, and pre-addressed, bar-coded return envelopes
- Storing any required forms and envelopes
- Printing citation information on notices and correspondence
- Stuffing and mailing notices and automatically generated correspondence
- Handling initial postage concerns
- Including a stub on the notice for the violator's record
- Including an optical character recognition (OCR) line on the notice which can be read and recognized automatically by remittance processing equipment in the lockbox facility
- Imaging of all notices and generated correspondence as well as attachment to their respective system record (account, citation, permit, etc.)

Audit Trail

Duncan's AutoPROCESS system records full audit trails of all actions taken within the system (payments, dispositions, date edits, correspondence, notices, etc.). The system captures the date/time stamp, user, and terminal ID for every transaction as well as the details of the transaction. The details captured include the value of each data element before the transaction and the value after the transaction. A full record of actions taken on a particular citation, including the audit trail information, can be viewed online by authorized users and printed as required.

2. DMV Interface

Duncan has been the experts in obtaining registered owner (RO) information for parking clients for over 30 years. We are a strategic partner to Nlets, in combination with direct relationships with most state DMV's and other third party RO data sources. With are able to utilize our multiple partnerships to provide a comprehensive DMV RO acquisition program for all 50 states, the District of Columbia, Canadian provinces and apportioned vehicles in Mexico (when/where legal).

Nlets Information Access

The National Law Enforcement Telecommunications System (Nlets), which is owned by the States, is a 501c(3) not-for-profit organization, and was created by principal law enforcement agencies of the States. The user population is composed of all of the states/territories, every Federal agency with a justice component, and selected international agencies-all cooperatively exchanging data. The types of data being exchanged vary from motor vehicle and drivers' data, and Immigration and Naturalization Service ("INS") databases to state criminal history records.

Nlets is a direct connection to the DMVs. Duncan utilizes the Nlets interface in combination with direct DMV access as well as other DMV data sources. As with many DMVs, there can be unexpected downtime or system related issues that can prevent access to RO data. Nlets access provides our clients with a primary, secondary or tertiary method to acquire DMV data. For instance, if there were access difficulties at the Nevada DMV, we could redirect the requests originally staged for direct access to the DMV, to go to Nlets, therefore providing uninterrupted service to our clients.

In-State Information

Duncan maintains direct, access to the OR DMV database for to support acquisition of registered owner information. With real-time query it also allows the Port to verify ownership and ensure the appropriate party receives notices for active citations. This interface between AutoPROCESS and the OR DMV is currently extended to over 100 Duncan clients.

**Duncan maintains
over a
95% hit rate
for in-state inquiries**

Out-of-State Information

We make every effort to ensure out-of-state information is obtained where legal and available. We have found that state DMV regulations change over time and can impact availability of DMV information. To that end, we constantly monitor and advise our clients on those changes, including recommended actions for optimum results. For example, in some cases, sources may require the Port to obtain approval directly from the DMV. Duncan is well experienced and will assist the Port as part of our ongoing program management services.



Duncan Exceeds 90% Hit Rate

Nationally, our hit rate exceeds 90%
Duncan is able to maintain high hit rates due to our strategic partnerships with Nlets, directly with the state DMVs, and multiple third party sources. For out-of-state plates, Duncan requests RO information every 30 days, making up to three attempts total.

3. Training

Duncan will provide comprehensive training for the Port regarding pertinent system components, operational procedures, and management disciplines that will be used. This includes such items as web portal access, business operations, and support procedures. This training will take place at the Port and is a structured part of Duncan's Implementation Plan. User profiles will be set up for authorized personnel.

Authorized Personnel

Users that require access to system capabilities are assigned a "user profile" which defines the modules and the specific functions within a module that the user can access. The authorized users are then assigned unique User IDs/identification numbers and passwords. A user may be granted authority to view certain data but not to edit or otherwise manipulate that data. Varying levels of access are also definable via our enforcement solution to disable or enable specific functions. Our password programs and our built-in flexible, authorization configuration processes allow us to configure users' profiles to ensure that this policy is adhered to for our information systems.

4. Convenient Payment Options

Experience shows that a key factor in reaching and maintaining an acceptable citation payment rate is to provide violators with as many convenient and easy payment options as possible.

Duncan understands the importance of comprehensive and convenient payment services to a well-run, parking citation management program. We have worked with our existing clients to customize the payment services provided in each of their operations, to meet their specialized requirements and the needs of their citizens.

Phone Payments

Duncan’s IVR system currently handles over one million calls annually. More than 50% of those calls are resolved automatically before requiring CSR intervention, and 95% are answered within 20 seconds. In addition, our IVR system currently processes over 400,000 payments annually. This IVR functionality, combined with our advanced call center staffing methodology, allows Duncan to successfully handle calls with a 98% completion rate.

Our IVR System handles calls without a live attendant, using parameters determined by script files and values determined in accordance with our clients’ needs and requirements. The IVR system communicates in real-time with our networked systems through an installed system monitor, updating accounts with information provided by the caller directly into the database, without the need of human intervention. With this system, callers can request information by either citation number or license plate number for citation status, amount due, and due date.

The most frequent non-English calls received are from Spanish speakers, therefore our IVR system is set up with a Spanish option and we have bi-lingual speaking employees available to take calls from citizens during normal business hours. When we identify a non-English speaker, we note that in AutoPROCESS for future reference.



Online Payments

Duncan will provide for credit card, debit card, and check payments to be accepted and processed via our own proven and secure Internet payment engine. Duncan online and mobile friendly payment site accepts Visa, MasterCard, and Discover and is subject to a per citation convenience fee, which is passed onto the citizen. Protecting cardholder data is essential; Duncan maintains Level I PCI Compliance for the best security.

Customized Webpage

Easy customer accessibility is provided through a convenient online portal placed on the Port of Hood River’s webpage. This portal will redirect citizens to Duncan’s secure

payment webpage which will be fitted with the Port's logo and any additional, approved graphics. This website will allow citizens to:

- Obtain information about outstanding citations
- View citations and associated photographs
- Contest a citation
- Upload photographs or other evidence to citation
- Make payments on-line via credit or debit card
- File an appeal
- Receive an electronic payment receipt or appeal acceptance

Customized Website



The screenshot shows a web interface for 'COMPTON' with a 'Parking Citation Information' section. It includes a search form with the following fields:

- Citation Number :** Input field labeled 'Citation Number'
- License Plate :** Input field labeled 'License Plate'
- State/Province :** Dropdown menu currently showing 'California'

A 'SEARCH' button is located at the bottom right of the form area. Above the form, there is a note: 'Search by citation number. Please enter the citation numbers only, leaving out any zeros, leading zeros, dashes or special characters that may appear on the citation. Press enter or Search to continue.'

Protecting cardholder data is essential. In order to provide a secure web payment application **Duncan maintains Level I PCI Compliance for the best security.**

5. AutoISSUE Citation Issuance Software

Through AutoISSUE, CivicSmart provides a powerful solution suite for the citation issuance and enforcement management process.

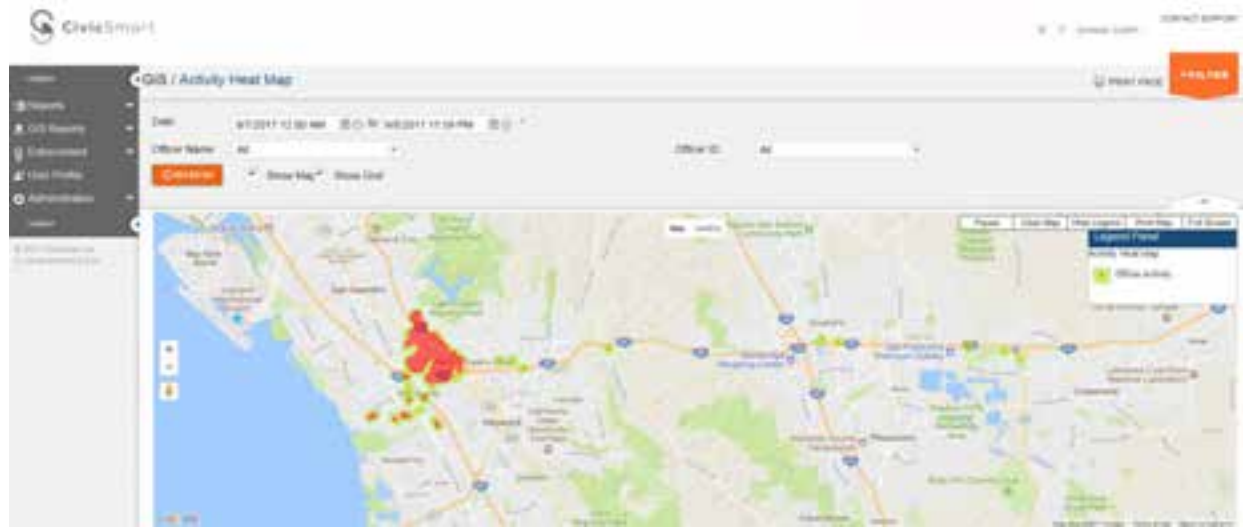
A Technology company to the core, CivicSmart offers a comprehensive solution for citation issuance and enforcement through their hosted AutoISSUE citation issuance system. Designed for use in the parking industry and perfected over many cycles of development, their AutoISSUE software solution has evolved to meet the challenges of hundreds of citation issuance operations around the world as well as keeping pace with evolving technologies.

AutoISSUE combines comprehensive functionality with an Android-based platform to offer seamless integration, operational efficiency, and reduced costs while improving customer service, revenues, and policy outcomes. The benefits of our solution include:

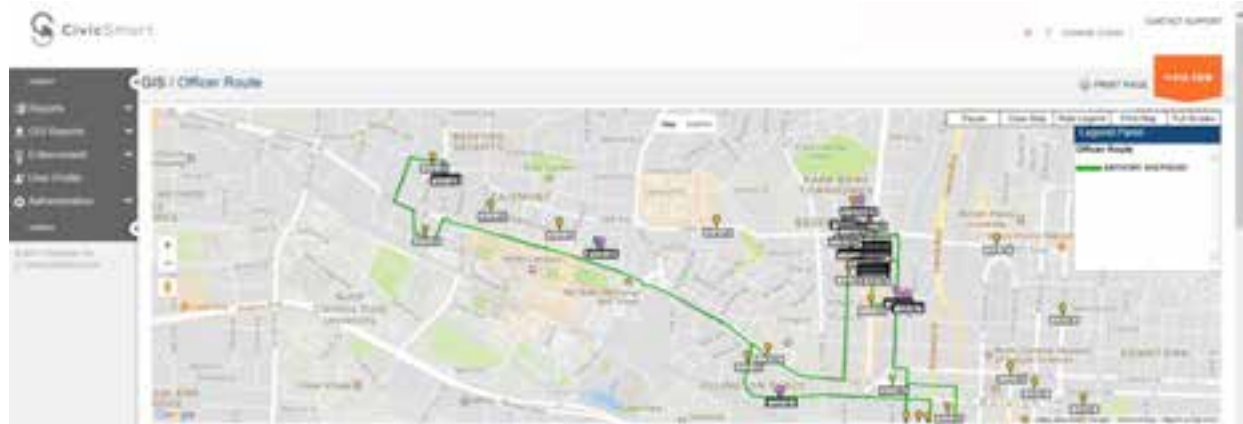
- Enforcement Efficiency – AutoISSUE supports issuance efficiency by utilizing drop-down selection lists, minimal steps, intuitive navigation, and progressions to augment data entry.
- Hosted Architecture – Data is hosted on CivicSmart’s servers, meaning no server or software maintenance for the Port. Data is stored in a secure Oracle database at CivicSmart’s highly secure data center.
- Full Support for Mobile Technology – In part, AutoISSUE runs in a hosted Windows operating environment supporting back office system operations. AutoISSUE is capable of running on mobile handheld devices and smart phones using an Android operating system.
- Improved Data Management – AutoISSUE provides support for parking citations through one database system, ensuring effectiveness and efficiency for the Port’s program.
- Proven Integration – AutoISSUE is in use by hundreds of parking operations, integrating with Duncan’s AutoPROCESS, a variety of home-grown and vendor processing systems, pay-by-phone systems, sensor solutions, and more.
- Managed Upgrades/Updates – Updates to the host software and database are all made by our trained technical staff. District staff will not have to spend valuable time managing software upgrades.

AutoISSUE software is also integration with Google Maps, allowing a level of program insight never before possible. The integration allows for a variety of map-based management dashboards, including issuance heat maps, officer route tracking, real-time officer locator, and more.

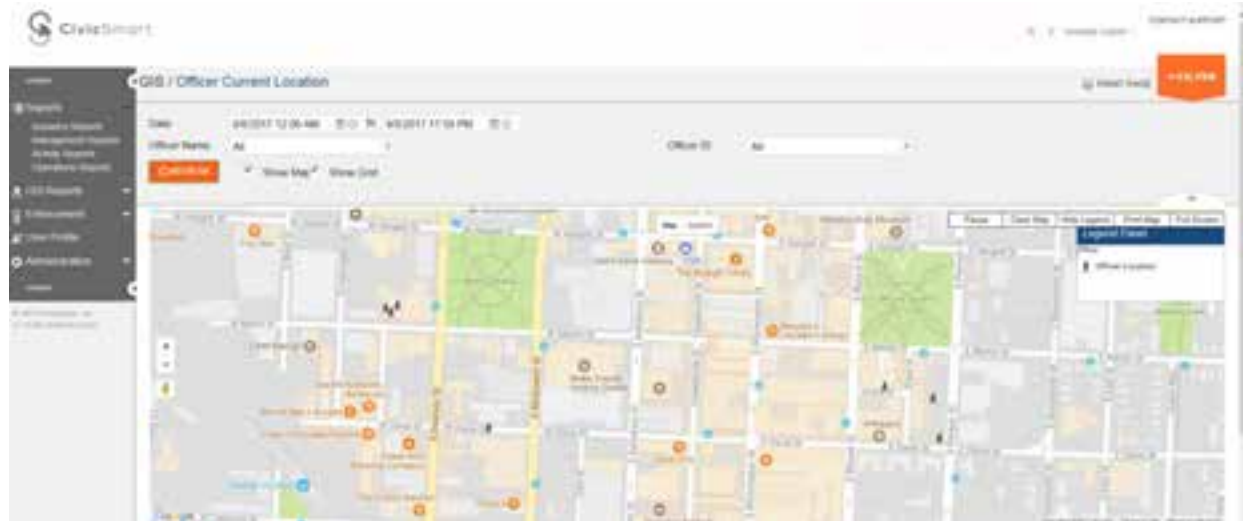
Officer Enforcement Heat Maps



Officer Enforcement Route Tracking



Real-Time Officer Locator



6. Electronic Ticketing Handhelds

A wide variety of handheld devices are available, sure to fit the Port's needs now and into the future.

Unlike the days in which enforcement ticketing handhelds were limited in variety and form factor, the strong emergence of the Android operating system has allowed Duncan to leverage a wide variety of devices to satisfy clients with even the strictest of requirements. In general, the available devices can be divided into two categories, consumer grade and commercial grade. Below is summary of each.

Consumer grade devices

Consumer grade devices represent the most cost-effective solution available, consisting of the same range of devices that are typically found inside a brick-and-mortar wireless service provider sales floor such as Verizon or AT&T. Unlike industry or purpose specific offerings, these devices are readily available for purchase locally and can be quickly replaced should they become non-operational at any point during their life. Additionally, municipalities often maintain a pricing advantage over general consumer rates and can typically obtain new devices at little to no cost. Routine equipment refreshes are also less costly and in some cases free if permitted by the Port's preferred wireless carrier.



Samsung Galaxy S7 & S8

Of the consumer options available the Samsung line of S7 and S8 models has become the crowd favorite offering based on its reliability, speed, and available accessories. The Samsung Galaxy S7 offers citation issuance efficiency through a compact form factor. It features a crystal clear 5.1 inch Quad HD Super AMOLED display, a dual 12 mega pixel rear-facing camera for attaching up to 6 crisp images to a citation record.

AutoISSUE has been ported and proven to operate on Android devices which run Android version 5.0 or higher. As Samsung is one of the most popular manufacturers of consumer Android devices, we believe the Port will benefit from the familiarity and ease of use of the smartphone devices. If the Port is interested in utilizing an alternate Android smartphone device, AutoISSUE compatibility can be confirmed upon request.

Zebra iMZ320

Zebra's iMZ320 bluetooth printers are a perfect blend of features, price and design. A medium duty-cycle field printer, the lightweight and compact size make this device easy to wear for extended periods of time, while the sleek design is perfect for customer-facing environments. The iMZ printers offer the latest technology in a portable size with affordable pricing. It's this combination that makes them an ideal pairing to a consumer grade handheld.



Port of Hood River, OR

On-Street Parking Enforcement, Citation Management and Secondary Collections Solution Summary



Commercial Grade Devices

While consumer grade devices do offer lucrative pricing and ease of replacement, commercial grade devices also present some key advantages that warrant consideration. In addition to superior durability and usable life, the single largest difference is that a select few available commercial devices offer the all-in-one design that the Port has grown accustomed to. For this reason, we have included information and pricing on the Two Technologies N5 Scan device as we feel it represents the best all-in-one solution available today.

Two Technologies N5 Scan Solution

An additional option, CivicSmart can provide an all-in-one device for the Port's parking citation issuance program. CivicSmart recommends the Two Technologies N5Scan device. The N5Scan is a ruggedized single piece handheld device designed specifically for demanding environments. Rain, sleet, snow, mud and sand can't touch the MIL-STD 810G and IP65 certified exterior of the N5Print hardware. The standard N5Print is equipped with the powerful, sleek, user-friendly Android operating system, digital camera with flash, hot swappable battery, integrated 3" thermal printer as well as a magnetic stripe reader and smart card reader.



The cornerstone of this device is a Samsung Note 5. As the Port may know, Samsung is among the most popular manufacturers of consumer Android mobile devices. To that end, we believe this may offer familiarity and ease of use to the Port's enforcement personnel. Further, the intuitive display and user-friendly CivicSmart design continue to offer configurable functionality to meet the needs of the Port's users.

Zebra ZQ510 Printer

As a commercial grade alternative to the iMZ320 printer, the Zebra ZQ510 is designed specifically for field applications ideal for printing citations. Extreme environments and bangs and bumps are no match for these lightweight, compact printers – Zebra's ZQ510 printers are the most rugged printers available. They perform in the widest operating temperature range in the industry and can withstand repeated drops to concrete from up to 6.6 feet. Water spray is no match with their IP54 rating. The ZQ510's convenient vehicle mounting and charging options, as well as its user-intuitive interfaces and angled display, allow for easy mobile use, and these printers are easy to integrate, manage, and maintain. With large buttons and a user-friendly interface, they are easy to operate, even when wearing gloves.



7. Itemized Cost for Services

Duncan offers a best-value proposal to Port Hood to provide world-class parking citation processing services.

Duncan has endeavored to present in a clear and concise manner the total cost for required products and services, as well as any variable prices associated with the selection of different feature and/or functionality options.

We believe this method of presentation provides the Port with clear cost data which supports completion of a budget for this project. Should the information provided require clarification or be desired in a different format, we would be happy to make such adjustments or provide any required clarifications.

Based on our understanding of your requirements, our parking service offering includes citation issuance, citation processing, permit management and secondary collections, all of which are designed to optimize customer service, improve program compliance, and maximize program collection rates through the use of the latest parking enforcement and customer self-service technology. Key features of our solution include:

Proprietary System – AutoPROCESS

- Single, seamless system meeting all functionality required by the Port
- Evolved over 30 years and spanning the entire US
- Core technology to support industry best practices and provide feature enhancements

Proven Revenue Generation

- Demonstrated track record of superior revenue generation performance
- Top customers have secondary collection rates in excess of 40% compared to the industry average of 22%⁽¹⁾ ACA Top Collection Markets Survey 2011

Highlights

- Duncan collectively processes more than **5 million citations and collects more than \$150 million in revenue for clients annually, serving more than 160 leading municipalities**
- **Significant experience with OR DMV**, and direct access to all 51 state DMVs
- **Proven capabilities to process the Port’s citations** with comparable clients across the US
- Robust Permit Management where **hundreds of thousands of permits are processed annually.**
- Seasoned team dedicated to **innovative and high-performance solutions** related to citation processing services
- Proven partner **with 30+ years of experience delivering secondary collections** services for public sector clients

Unmatched DMV Lookup Capabilities

- DMV registration information, managing authorizations, business rules, data processing and compliance for all 51 DMV's
- Manages complex interfaces, business rules, policies and administrative requirements
- Experts who have developed strong knowledge and relationships with DMVs

Efficient Skiptracing to Locate Payers

- Proprietary, high efficient processes to identify debtor contact details
- Waterfall approach to prioritize the least costly and most effective resources
- Domain specific parking and vehicle focused solution; competitors offer a generic solution

Integrations, Integrations and More Integrations!

- Through our years within the parking industry, we have developed partnerships with countless vendors to ensure complete system integration capabilities.
- Our vendor list includes, but is not limited to: Pay by Phone, Parkeon, **CivicSmart**, Paylock, New World Systems, Pango, **Cale** Tyler Technologies, Park Now, Genetec, Manatron, ACE Software, Sungard, Gtechna, Lawson, 3M, Passport, TIBA, Sanef, iNovah, 3M, Parkmobile, ELSAG, etc.

Industry Accreditations, Compliance Standards, and Best Practices

- **PCI Level I Compliance** – Displays our commitment to data and system security for all of our clients and their citizens.
- **ACA International** – Ethical practices and regulatory and legal compliances are core to Duncan's business practices. As such we take pride in being a member of good standing with ACA International.
- **SSAE 16 SOC** – Since 2012 PAM has been SSAE 16 SOC I certified.
- **FDCPA** – All collectors are trained and tested on FDCPA ensuring that optimal collections performance and exceptional customer service are constantly met.
- **BBB** – PAM has earned an A+ rating from the Better Business Bureau, displaying our constant commitment to providing outstanding customer relationships.
- **AAMVA** – We support our clients in the provision of safety and wellbeing for their communities and roadways.
- **Interpreting** – Duncan's IVR system speaks English and Spanish and our Call Center is staffed with at least two Spanish speaking representatives. We also offer Language Line, a worldwide leader in interpretive services.

We are committed to partnering with the Port of Hood River to implement a low-risk, innovative, and industry-leading parking collection solution that will deliver on the Port's parking enforcement and collection policy objectives.

Proposer’s Item Pricing

Duncan has carefully analyzed the Port’s RFP and has prepared a pricing proposal that fulfills all of the requested specifications, including:

| Item | Description |
|--|--|
| AutoPROCESS System | Duncan’s proprietary AutoPROCESS parking management software configured to meet the requirements of the RFP and as described in our proposal including all system maintenance, data back up and disaster recovery. Duncan assumes the Port will provide broadband internet access at the Port desktop(s) where the AutoPROCESS application will be accessed. Duncan will provide user licenses for Port users. |
| AutoPROCESS Permit Issuance | The AutoPROCESS Permit Issuance, Tracking and Management module configured to meet the requirements of the Port’s Residential Parking Permit program including web applications for permit purchase/renewal. |
| Notice and Correspondence Generation | Notice and letter services to include all required notices and correspondence |
| Document Imaging | Duncan provided electronic document imaging and workflow processing systems to effectively eliminate the transfer of paper documents between Duncan and the Port. |
| Toll Free Number for Customer Service | <ul style="list-style-type: none"> • Toll free Customer Service Call Center services • Answering and processing of all customer calls (delinquent and non-delinquent) |
| Scofflaw Module | <ul style="list-style-type: none"> • Daily scofflaw list for upload unto handheld units and LPR vehicles • Payment Plans • Monthly owner refresh files to minimize ‘false hits’ on scofflaw vehicles |
| Data Entry | <ul style="list-style-type: none"> • Data entry and imaging of all handwritten citations |
| DMV Data | <ul style="list-style-type: none"> • DMV data acquisition (in-state and out-of-state) • DMV registration hold and release services through the CA DMV • On Line access to DMV registration information |
| INLETS Access | Supplemental owner acquisition services through our Nets partnership |
| On Line Services | <ul style="list-style-type: none"> • PCI-DSS compliant mobile-device friendly website for ticket payment • IVR payment processing solution for 24/7 payment acceptance of the phone • A secure customer facing website for review of violation photos and ticket payment • Online-web applications for: <ul style="list-style-type: none"> ○ customer initiated appeal (administrative review and administrative hearing) requests ○ Customer account creation and management ○ Self-service fleet account management ○ Permit application and purchase |

| Item | Description |
|--|---|
| Multi Media | AutoPROCESS Multi-media solution including citation images (electronic and manual citations), photos and voice recordings captured by handhelds, payment documents, correspondence, permit applications and review/hearing documents. |
| Project Management | All project management, set-up, installation and initial training. Duncan will also provide follow-on training as required at no additional cost. |
| Administrative Services | Administrative review and hearing process management services. |
| Handheld Units | <ul style="list-style-type: none"> • 2 Android-based enforcement devices, including warranty and all accessories • Enforcement software configured to the Port's requirements |
| Delinquent Debt Collections | <ul style="list-style-type: none"> • Notice generation • Target population analysis • Effectiveness reports • Skiptracing • No name and address research • Outbound Calling • DMV holds • FTB Tax Intercept Program |
| Payment Processing | Processing of all payments made through the collections program |
| Lockbox Payment Processing – Non Delinquent | Processing of any non-delinquent payments made to the Port's PO Box |

The following cost proposal includes all elements listed above. However, we would also welcome the opportunity to discuss and provide pricing for any additional solutions elements at the Port's request.


Citation Management Solution

| Citation Processing Services | | | |
|---|------------|---|--|
| Description | Upfront | Ongoing | Includes |
| Parking Management Software (Includes all Items Listed in above tables) | \$7,500.00 | \$2,500.00 per month | Full citation processing software suite configuration, training, implementation, hosting, and ongoing support as described above |
| Web/IVR Payment Convenience Fee (Paid by Motorist) | - | \$2.95 per citation paid via web or IVR systems | Hosted payment website and IVR systems as described in the table above |
| Postage for Processing Notices | - | \$0.415 Per Letter Sent | Direct pass-through costs for all letters sent |

| Delinquent Special Collections | | | |
|--------------------------------|---------|-----------------------------------|--|
| Description | Upfront | Ongoing | Includes |
| Special Collection Fee | - | 30.00% of revenue collected | A full-service secondary collections process following after assignment to collection agency (90 days) <ul style="list-style-type: none"> • Notice generation • Target population analysis • Effectiveness reports • Skiptracing • No name and address research • Outbound Calling |

| Parking Permit Processing | | | |
|--|---------|-----------------------|--------------------------------------|
| Description | Upfront | Ongoing | Unit |
| Parking permit system and setup (optional) | \$3,500 | \$250.00 per month | Included in citation processing rate |
| Postage and Permit Costs | TBD | TBD | Direct pass through |

Enforcement Equipment

| Parking Enforcement Equipment | | | |
|---|--------------------|-----------------|---|
| Description | Upfront | Ongoing | Unit |
|  <p>Two Technologies N5Z1 Scan</p> | \$27,928.00 | \$200.00 | <ul style="list-style-type: none"> • Samsung Note 5, 4G LTE, 5.7-inch QHD (2560x1440, 518 ppi) Super AMOLED, Android OS, SIM Card Not Activated, Dedicated Honeywell Scanner, Multitouch Capacitive Touchscreen, Wi-Fi 802.11 a/b/g/n/ac, Internal Memory: 4GB RAM, Standard 32GB Storage, (Not Accessible, Contact Your Sales Person for Pricing on Additional Memory), 16MP Camera with LED Flash, A-GPS Support, IP65 Rated, Bluetooth v4.2, 1D/2D Barcode Imaging Utility, 4 Distinct Hot Keys, Integrated 3" Thermal Printer • Single Position N-Class Dock. Dual Drop-in Cradle/Battery Charger (Includes Power Supply, Cable) • Three Year Extended Warranty - N5Z1-SCAN • Project Management & Configuration (Implementation Methodology and Approach) • Training and Installation (1 days on site, 1 days back office installation). • N5Z1-SCAN Carrying Case • Includes AutoISSUE Software Maintenance, AutoISSUE Hosting, Real-time Interface Integrations, Extended Hours Support Desk Services, PEMS Hosting, Disaster Recovery, and AirWatch Remote Management Subscription. Includes wireless communication services |
| 4G LTE Wireless Services | - | \$75.00 | Wireless Communication Services 6GB -Verizon (Per unit/per month)* |
| License Plate Recognition Framework | \$2,000.00 | \$20.00 | Enhanced LPR Plate Scan and Integration |
| Total | \$29,928.00 | \$295.00 | Complete enforcement system configured to the Port's specifications and integrated with Cale's MSMS for violation identification through LPR. |

Terms and Conditions

1. The Port will be responsible for all postage costs associated with the mailing of Port notices mailed prior to assignment to special collections. Vendor is responsible for postage costs following assignment to special collections.
2. The Port will assume costs associated with the Printing of Parking Permits
3. All post-implementation changes or enhancements requested by the Port will be performed by Duncan on a time and materials basis. The billing rates to be used will be the rates in place when the work is completed. All requests for systems changes and/or enhancements will be submitted in writing by the Port, from which Duncan will furnish an estimate.
4. Consumables, including ticket stock, receipt paper, printer ink cartridges and toner will be provided by, or purchased by, the Port.
5. The above pricing is based on a five (5) year contract term. In the event the Port requests a different term or an alternate structure, we will also need to evaluate impact on the prices contained herein.

8. Other Related Services

The AutoPROCESS Reviews, Hearing Scheduling, and Reporting module provides the ability to capture data from administrative reviews, create a court calendar, schedule hearings for individuals, produce a court docket, record hearing outcomes, and provide a variety of reports. We have continually enhanced our AutoPROCESS product to provide easy to use software and related services that take advantage of new trends and technologies. Some of our new innovations include online adjudication resulting in paperless request and response services as well as integrated workflow management for both mail and public web requests. Some of the features that we will provide are:

- On-line web requests and workflow management for both administrative reviews and hearings
- All support required to handle incoming administrative review and hearing requests
- Integrated software to support the indexing of the scanned contestation document images to the appropriate citations
- Integration of all mail-in administrative review and hearing requests and correspondence into a workflow management solution
- Integration of a customer facing website enabling citizens to view status of their contested citations
- Comprehensive daily, weekly, monthly, and on-demand reporting to support the administrative review and hearing process
- Customer-facing website that would allow other items to be submitted for processing, for example, bills of sale, releases of liability, refund requests, etc.

Our convenient customer-facing website solution provides the ability for a citizen to identify their citation(s), review photos, elect to pay online, select the administrative review, or the administrative hearing request process. If the review or hearing options are selected, AutoPROCESS automatically verifies the citation eligibility for adjudication according to the Port's business rules. If the citation is deemed eligible for the adjudication type requested, the system will prompt the user to enter any required information for the adjudication request. The user may also attach any supporting documents that would be applicable for the adjudication process to the web page. During the review or hearing process, citations are automatically suspended from further action by the system.

The reviewers and the adjudicators are able to complete their reviews using our workflow and adjudication functions, which enhances the overall efficacy of initial reviews with the intent of reducing in-person hearings. This process significantly streamlines the adjudication process and can reduce or eliminate any case backlogs by enabling reviewers and adjudicators to quickly render and record decisions directly within AutoPROCESS.

This page intentionally left blank.

Commission Memo



Prepared by: Kevin Greenwood
 Date: March 20, 2018
 Re: Formation of a Bridge
 Replacement Advisory Group

A bi-state Bridge Replacement Advisory Group (BRAG) has been identified as a key public component for the Environmental Impact Studies (EIS) process. Prior studies including the Draft EIS and the TS&L included Bi-State Committees to provide a feedback loop between consultants and local communities. Staff has shared the refinement of this committee since the beginning of the year and has worked to develop a two-page charter of the BRAG for Commission consideration, which will be distributed at the meeting.

The Bridge Replacement Project Director continues to meet with local jurisdictions on both sides of the Columbia to provide updates on the project and solicit ways for elected officials to be more involved in the process. The response has been positive.

Though staff has met with local governments, the request to participate on the BRAG should come from the Port Commission. Attached is a draft letter from President Streich in the packet for review. Staff, this week, would like to distribute the letter to local governments along with the Charter, Organization Chart and a Progress Update. Since local governments will need to formally appoint representatives to serve on the BRAG, it may take a month to fill the positions.

The following jurisdictions will be contacted and asked to appoint an elected official to serve on the BRAG:

- City of Hood River
- County of Hood River
- Port of Hood River
- City of White Salmon
- City of Bingen
- County of Klickitat
- Port of Klickitat
- ODOT Area Commission on Transportation (ACT), Reg. 1
- Columbia River Inter-Tribal Fishing Commission (CRITFC)
- Columbia Gorge Commission

Staff anticipates the first meeting convening in May, a month or two before the EIS Consultants are under contract. The first two meetings will focus on reviewing prior work discussing current topics and before the Consultants come on board.

RECOMMENDATION: Authorize Executive Director to Establish a Bridge Replacement Advisory Group and Approve Governing Committee Charter.

This page intentionally left blank.



INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • portofhoodriver.com • Email: porthr@gorge.net

[First][Last], [Title]
[PUBLIC AGENCY NAME]
[Mailing Address]
[City], [ST] [Zip]

March 20, 2018

RE: Appointment to Hood River-White Salmon Bridge Replacement Bi-State Advisory Group

Dear [Title][Last]:

As you may have heard, the Port of Hood River has received funding to complete the environmental permits and review financing options for the replacement of the Hood River-White Salmon Bridge. In January, we hired Kevin Greenwood to serve as the Project Director to manage the process which includes robust public engagement. As the Port moves forward on the project, it will be helpful to the process to have public input from both sides of the river.

In light of this, the Port Commission has formed a bi-state Bridge Replacement Advisory Group ("BRAG") to:

- Review and provide feedback during the NEPA Environmental Impact Study process
- Provide input on the various analytical steps that will be carried out to inform potential delivery models
- Act as a conduit for public feedback between your community and the Port
- Collaborate on advocacy efforts in Olympia, Salem and Washington D.C.

The Port Commission is committed to a transparent and collaborative planning and procurement process for this significant project. As we begin gearing up for the Environmental Impact Studies (EIS), the formation of this committee is a good first start to provide an opportunity for local governments to be involved.

Please discuss with your board who you would like to represent your agency on the BRAG. The BRAG is primarily comprised of elected officials and there will be a technical advisory committee to be formed when the EIS Engineer is selected and begins work. There will be ample opportunity for public and agency involvement moving forward.

Once you've decided who will represent your agency, please let Kevin Greenwood, our Bridge Replacement Project Director, know either by phone (541-436-0797) or email (kgreenwood@portofhoodriver.com) and he'll begin coordinating with your representative directly.

Sincerely,

Hoby Streich, President
Board of Commissioners
Port of Hood River

*Attached: Project Administration Organization Chart
Bi-State EIS Policy Advisory Committee Charter*

This page intentionally left blank.

Commission Memo



Prepared by: Kevin Greenwood
Date: March 20, 2018
Re: Formation of Environmental Impact
Study Evaluation Committee

As part of the EIS Consultant Selection process, State rules require that an evaluation committee be formed to receive, review, and score proposals. Attached is a two-page charter of the Environmental Impact Study Evaluation Committee (EISEC) tasks and responsibilities.

The following individuals have been identified and are willing to serve on the EISEC:

- Dustin Nilsen, Planning Director, City of Hood River, serving as Oregon local government representative
- Marc Thornsby, Executive Director, Port of Klickitat, serving as Washington local government representative
- Kristin Stallman, Strategic Initiatives Advisor, Region 1, Oregon Dept. of Transportation representative
- Michael Williams, Planning Manager, SW Region, Washington Dept. of Transportation representative
- Michael McElwee, Executive Director, Port of Hood River representative

RECOMMENDATION: Authorize Executive Director to Establish an EIS Project Proposal Evaluation Committee and Approve Governing Committee Charter

This page intentionally left blank.

Hood River-White Salmon Bridge Replacement Project

Environmental Impact Study Consultant Proposal Evaluation Committee (EISEC) Charter
March 20, 2018

BACKGROUND

As part of the pre-construction requirements for the Hood River-White Salmon Bridge Replacement Project, the Port will be required to complete the National Environmental Protection Act (NEPA) review. This is a long and expensive process that will provide the public an opportunity to formally comment on the project. The Port will seek a multi-disciplinary engineering firm or team to conduct the Environmental Impact Study (EIS) which is required as part of NEPA and eventual permits. The Port expects a handful of private firms to respond to a formal solicitation of services. The EIS effort is expected to take as long as three years to complete. \$2.8-\$3.3-million has been budgeted for the EIS contract.

The Port has entered into an Interlocal Services Agreement (ISA) with the SW Washington Regional Transportation Council (RTC) to conduct a transparent and open qualification based selection (QBS) process. The RTC has experience preparing, soliciting and scoring Requests for Proposals (RFPs) for local governments, including participating in a bridge EIS process in 2003. EIS Evaluation Committee (EISEC) members will present their scoring of EIS proposals to the Port's Executive Director, or designee, to present to the Port Commission. The Public Contract Review Board (Port Commission) will thereafter review the recommendation and proposer scores, and authorize staff to enter into negotiations with the highest ranked proposer, and if negotiations are unsuccessful, the next highest rated proposer. The intent is to award a contract to the firm best able to complete an EIS.

PROVISIONS

1. Committee Make-up
 - a. Membership
 - i. Oregon local government representative
 - ii. Washington local government representative
 - iii. Oregon Dept. of Transportation representative
 - iv. Washington Dept. of Transportation representative
 - v. Port of Hood River representative
 - b. Characteristics
 - i. A minimum of three committee members shall prepare proposer scores to submit for further action
 - ii. Members should have experience evaluating consultant proposals
2. Staff person assignment
 - a. Senior Transportation Planner, SW Washington Regional Transportation Council.
3. Length of membership terms
 - a. Duration of project. One to three meetings likely
4. Committee type
 - a. Administrative adhoc; independent scoring
5. Purpose and authority;
 - a. Read and score proposals submitted by EIS proposers responding to RFP
 - b. Review RFP scores to determine which firms will be invited for interviews

- c. Interview selected top proposers
 - d. Each committee member will assign scores based on each proposer's interview
 - e. Committee members will present raw scoring materials (no composite compilation) to Port of Hood River management
6. Committee activities; time frames
- a. Committee members will receive copies of all qualifying proposals.
 - b. Expected time to consider each proposal is 45 minutes to read and 15 minutes to score each proposal plus 3 to 5 hours spent outside of meeting time to read and score proposals
 - c. Top proposers will be invited to make presentations to the EISEC; expected time to interview, score finalists and submit final scores is one day.
 - d. RFPs are anticipated to be released in March 2018; committee scoring and interviews are anticipated to occur thereafter in June.
7. Budget
- a. EISEC process activities are included as part of a contract the Port has with the SW Washington Regional Transportation Council (RTC). RTC charge for selection services will not to exceed \$10,000. It is anticipated that funds to pay RTC and others providing RFP and EISEC services will be available from the \$5 million Port appropriation the State of Oregon included in the 2017 Transportation Bill.

Once the evaluation process has concluded, the committee's work will be completed. EISEC members may also be invited to serve on other committees or to provide input about the EIS process.

Commission Memo



Prepared by: Anne Medenbach
Date: March 20, 2018
Re: Hood River Soaring, Glider Concession

Hood River Soaring has been a Glider Club at the airport for two years. They have grown to over 50 members and are doing well. They are both a non-profit club that provides gliders, tows and training for their members and a commercial operator that provides scenic glider rides to the public. Because they do these two different operations, their concession agreement should be refined to match with new minimum standards requirements for operators.

A distinction is now made between commercial operations and non-profit operations. This is important because a higher level of liability is attached to commercial operations which includes more robust insurance requirements and a better understanding of the concessionaire's operations by the Port.

The new agreement does the following:

1. Clarifies that they operate as both a non-profit and a commercial business.
2. Allows them to rent out and manage the tie down area that is included in their operating area; a more reasonable arrangement due to the location and their involvement in the tie-downs.
3. Increases insurance requirements for types and limits of insurance to ensure coverage of passengers and employees as well as standard airport liability.

This agreement has gone through legal review and has been approved by the Glider Club President.

RECOMMENDATION: Approve Concession Agreement with Hood River Soaring for glider operations at the Ken Jernstedt Airfield.

This page intentionally left blank.

PORT OF HOOD RIVER OPERATIONS AGREEMENT
FOR SPECIALIZED AVIATION SERVICE OPERATIONS (SASO)
AT KEN JERNSTEDT AIRFIELD

The Port of Hood River ("Port") hereby enters into the following Concession Agreement ("Agreement") with Hood River Soaring ("OPERATOR") a 501(c)(3) Oregon non-profit Corporation ("Operator"), whereby the Port grants Operator the non-exclusive right to operate a commercial concession at the Ken Jernstedt Airfield ("Airport").

RECITALS

1. OPERATOR is a Flying Club that offers instruction and use of club owned aircraft to club members.
2. OPERATOR also provides scenic flights to non-club members and tie-down management for non-club gliders.
3. The Port owns the Airport and desires to allow OPERATOR the right to use the Airport for OPERATOR activities pursuant to the terms of this agreement.

The parties hereby agree:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on the date set forth in the signature line below ("Effective Date"), and extend through March 30, 2019 (the "Term") unless terminated earlier by the Port pursuant to Section VII of this Agreement. The Port and Operator may agree to renew this Agreement for an extended period if the Port determines it is appropriate to do so after considering relevant facts, including whether Operator has strictly complied with the terms and conditions of all applicable Port ordinances, regulations, policies, now or hereafter in effect, and the terms of this Agreement.

II. FEES

Operator shall pay a fee of five hundred dollars (\$500) to Port in exchange for the right to use the Airport pursuant to the terms of this Agreement.

III. USE RIGHTS AND OBLIGATIONS

Port grants OPERATOR, subject to OPERATOR complete performance of the payment, other obligations and the terms and conditions of this Agreement, the following non-exclusive rights:

- a. The general use of all public facilities and improvements, which are now or may hereafter be constructed at the Airport, including: non-exclusive use of the runways, taxiways and other airport amenities.
- b. The right to install a temporary facility that can store Club items as well as provide shelter for flight planning and minor training. This structure may not be on wheels and must be approved by the Port.
- c. The right to operate a glider club, including: glider member training and flights

Port of Hood River, Glider Concession Agreement

- d. The right to operate a scenic flight concession which includes taking non-glider club members on paid scenic flights.
- e. The right to tie down up to twelve gliders and one tow plane at one time in the "Glider Operations Area", identified on Exhibit A attached hereto and incorporated herein by reference, using moveable anchors as tie downs.
- f. Tie downs for non-OPERATOR owned aircraft in the Glider Operations Area shall be managed by OPERATOR. Glider pilots must pay a daily or monthly fee to OPERATOR of \$5.00 for overnight parking or \$25.00 for a monthly tie down.
- g. Tie downs shall be semi-permanent, auger type tie downs. OPERATOR will be responsible to purchase, install and maintain all tie downs in the Glider Operations Area. The location of all tie downs in the Glider Operations Area must be pre-approved by the Port. If at any time the Port has a need to have the tie downs removed, OPERATOR will do so within 72 hours of notification of removal by the Port.

IV. OPERATING PLAN

Glider operation procedures described in Port Ordinance 23, Section 15, provide the basis for the Operator's operating plan. Port Ordinance 23, as currently enacted and as modified during the Term of this Agreement, is hereby incorporated into this agreement by reference. OPERATOR will need to provide an operating plan to the Port within the first 30 days of this agreement. The operating plan will outline any deviation from Ordinance 23 listed operating procedures.

V. INSURANCE

Operator agrees that during the Term of this Agreement Operator shall keep the following policies in effect with respect to permitted activities. The policies shall name the Port as additional insured; expressly include Port commissioners, officers, employees, and agents as additional named insured; and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Port at least ten days prior written notice. The insurance shall also expressly provide for the defense of the Port in any action arising out of Operator's activities at the Airport or pursuant to this Agreement. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by the Port, which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Port prior to commencing operations allowed under this Agreement.

a. Airport General Liability:

Operator shall obtain minimum coverage of two million dollars (\$2,000,000) single occurrence limit and an aggregate limit of four million dollars (\$4,000,000).

b. Workers' Compensation:

Operator shall provide the Port with a complete list of all Operator's employees prior to commencing permitted activities, and promptly provide the Port with an updated list of all Operator's employees if Operator hires an employee after commencing permitted activities.

Operator shall provide workers compensation coverage for Operator's employees, as required by ORS 656.017. Prior to commencing permitted activities, and thereafter whenever a new employee is hired by the Operator, Operator shall provide the Port with proof that workers compensation coverage is in effect for all Operator's employees.

c. Aircraft Passenger liability:

Operator shall obtain minimum coverage of one million dollars (\$1,000,000) aggregate with one hundred thousand dollars (\$100,000) per passenger.

VI. OPERATOR COMPLIANCE WITH APPLICABLE REQUIREMENTS

a. Compliance Generally

Airport and public safety are of primary importance in the performance of permitted activities. Operator shall:

1. comply with all Federal and State statutes and ordinances, whenever enacted; and ordinances, regulations and policies imposed by the Port, which ordinances, regulations, and policies exist now or are promulgated or modified at any time during the term of this Agreement;
2. comply with all terms and conditions of this Agreement;
3. require any employee, agent or other person in any way affiliated with Operator to possess a valid, appropriate Federal Aviation Administration ("FAA") commercial license when engaging in a commercial flight activity.

b. Compliance with Port Ordinance 23 and Minimum Standards

Port Ordinance 23 and Minimum Standards for the Hood River Airport are incorporated into this agreement by this reference. Operator shall comply with each provision of both documents as currently enacted or as modified during the Term of this Agreement.

c. Compliance with FAA requirements

For purposes of this Section Operator shall be described as a "Tenant".

Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended

Tenant shall comply with any FAA policies, rules or requirements, including FAA grant requirements, applicable to the Port, Airport or Lessee's activities at the Airport.

VII. ENFORCEMENT

a. Procedures.

Operator hereby agrees to the following procedures and penalties applicable to enforcement of Port ordinances, regulations, policies and the terms of this Agreement.

b. Notice.

If the Port alleges a violation of Port Ordinance 23; Minimum Standards at the Hood River Airport; any other applicable ordinance, regulation or policy and/or breach of any provision of this Agreement, the Port shall notify Operator in writing ("Violation Notice"). A Port Violation Notice shall include a copy of any statement by, or filed with, the Port describing the alleged violation and/or breach. For the first violation and/or breach, or at the Port's discretion, the Violation Notice may state that it is only a warning, with no further Port action to be taken. If action is to be taken, the Violation Notice will set a date, time and place at which Operator may present evidence concerning the violation and/or breach ("Hearing").

c. Length of Notice.

The Hearing date shall be not less than five business days after the date of the Violation Notice. Operator and the Port may mutually agree on a different Hearing date and time than stated in the Violation Notice.

d. Hearing.

At the Hearing, Operator may deny the violation and/or breach, or explain mitigating circumstances, and may produce relevant evidence. The Port Executive Director or person designated by the Executive Director ("Hearing Officer") shall conduct the Hearing, and consider all evidence presented by Operator, and any other evidence received concerning the violation and/or breach. The hearing officer may consult with one or more members of the Port Airport Advisory Committee or the Port Commission about the violation and/or breach before deciding. Operator's failure to appear at the Hearing, or to provide a written denial or explanation prior to the hearing, will be considered an admission that the violation and/or breach occurred, and consent that the Port may take whatever action the Port deems

appropriate as a result. The Hearing Officer's decision about the violation and/or breach and the penalty, if any, shall be in writing ("Enforcement Order"), and shall be final when signed by the Hearing Officer.

e. Penalties for Non-Compliance.

i. Legal Remedies.

Operator hereby further agrees to pay \$250 for each violation of Port Ordinance 23, Minimum Standards at the Hood River Airport, or any other applicable ordinance, as determined by the Hearing Officer, within the sole discretion of the Hearing Officer, as a breach of contract remedy entitling the Port to liquidated damages pursuant to Section VII(e)(iv) of this Agreement. If Operator violates any Port ordinance, regulation, policy and/or breaches any term of this Agreement the Port shall have the right to enforce any applicable legal remedy including, but not limited to, injunctive relief, allowed under the laws of the State of Oregon.

ii. Termination of Agreement.

Operator hereby agrees that the Port may terminate this Agreement at any time if Operator is found to have breached any condition of this Agreement, or violated any Port ordinance, regulation or policy, after notice and a hearing, as provided herein. If this Agreement is terminated, Operator shall immediately cease all activities theretofore permitted under this Agreement, and will receive a refund of a prorated portion of the fee paid as Operator's sole and exclusive remedy resulting from termination. Operator agrees Port termination of this Agreement shall be a sufficient reason for the Port to refuse to renew this Agreement and to refuse to grant Operator a future concession agreement.

iii. Failure to Comply with Enforcement Order.

If Operator fails to immediately comply with any Enforcement Order issued by the Hearing Officer after Notice and Hearing, the Port may use a duly authorized party, including a Peace Officer as defined in Port Ordinance 23, Section 2, subsection bb, to ensure compliance with the enforcement order, using all means allowable under the laws of the State of Oregon.

iv. Liquidated Damages

Both Operator and Port agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by Operator's failure to comply with this Agreement. Operator and Port therefore agree that, in the event it is established, pursuant to the Enforcement provision of this Agreement set forth in Section VII, Operator has breached this Agreement; Operator shall pay to the Port, as liquidated damages, Two Hundred Fifty Dollars (\$250) for each breach, as determined by the Hearings Officer. Operator and Port further agree that this liquidated damage provision represents reasonable compensation for the loss which would be incurred by the Port due to the specified breach of this Agreement. Operator also agrees that nothing in this Section is intended to limit Port's right to obtain any other applicable remedy under the laws of the State of Oregon.

VIII. ADVERTISING.

Operator shall not display any advertising, including signs or banners, on Port property, other than on Operator's vehicles or aircraft, without Port's prior consent. Prior to commencing permitted activities Operator shall provide the Port with a complete list of motor vehicles (make, model, license plate number, ownership) and aircraft (make, model, "N" number", ownership) Operator will use for permitted activities. If Operator uses a different motor vehicle or aircraft during the term of this Agreement, Operator shall promptly notify of the Port and identify that motor vehicle or aircraft.

IX. INDEMNIFICATION.

Operator agrees to release, indemnify and hold harmless the Port and its agents, officers, employees, and successors from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, the Port by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of Operator's use of the Airport. Operator shall further indemnify and hold harmless the Port from and against any and all claims, costs and expenses arising out of any act or omission of Operator or of Operator's agents, employees, contractors, partners, or invitees; and from and against all costs, attorney fees, expenses and liabilities incurred by the Port as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, including but not limited to the defense or pursuit of any claim or any action or proceeding resulting therefrom. In case any action or proceeding is brought against the Port due to such matter, Operator, upon notice by the Port, shall defend the same at Operator's cost. The Port need not have paid any such claim to be so indemnified. Operator, as a material part of the consideration to the Port, states that it hereby assumes all risks of theft, loss, injury, damage or destruction of Operator's property or injury to Operator, or Operator's agents, contractors, employees, invitees, clients, partners, and successors in, upon or about the Airport arising from any cause and Operator hereby waives all claims in respect thereof against the Port.

X. FORCE MAJEURE

Operator agrees that the Port shall not be liable for failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever caused by or resulting from any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, civil disturbance, war or any other cause beyond its control.

XI. WAIVER

One or more waivers of any covenants or conditions of this Agreement by the Port shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Port to any act by Operator requiring Port's consent or approval shall not be construed as consent or approval to any subsequent act by Operator, unless the permission so states.

XII. BINDING ON EMPLOYEES.

The terms and conditions of this Agreement shall be binding on Operator’s employees, contractors, agents, tenants, and any entity or person affiliated in any way with Operator.

XIII. NO ASSIGNMENT.

Operator agrees not to assign or in any manner transfer any rights granted by this Agreement without the previous written consent of the Port, which the Port may grant or withhold in the Port’s sole discretion.

XIV. NOTICE.

Any notice, request, consent, approval, demand or other communication to be given, made or provided for under this Agreement shall be in writing and deemed to be fully given by its delivery personally to the person or persons specified below or three days after being sent by certified mail, return receipt requested, to the following addresses, or to such other addresses or to the attention of such other persons as any party hereto shall hereinafter specify by written notice to the other parties hereto.

If to Port:

Port of Hood River
Attn: Michael McElwee
Executive Director
1000 Port Marina Drive
Hood River, OR 97031

If to Operator:

Name: _____
Address: _____
Phone/Email _____

XV. ENTIRE AGREEMENT.

This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.

XVI. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

XVII. COUNTERPARTS.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original.

XVIII. SEVERABILITY.

If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the enforceable portions of any such provision and of remaining provisions shall not be adversely affected.

XIX. AUTHORITY TO EXECUTE.

Each of the persons executing this Agreement represents and warrants that he/she has the authority to execute this Agreement on behalf of, and to bind, the entity he/she purports to represent, and agrees to indemnify and hold the other party harmless in the event such authority is found lacking.

XX. ADVICE OF COUNSEL.

In signing this Agreement, the parties hereto acknowledge that they have sought and obtained, or waived the opportunity to obtain, advice of counsel as to all matters contained in this Agreement, and that they fully understand and agree with the obligations and other matters contained herein.

XXI. AMENDMENTS IN WRITING.

This Agreement may not be modified, amended, altered or supplemented except by a writing executed by all parties to this Agreement.

DATED this ____ day of _____, 20__.

HOOD RIVER SOARING

PORT OF HOOD RIVER

, President

Michael McElwee, Executive Director

EXHIBIT A



Gliders Operations Area



Glider Support Area

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: March 20, 2018
Re: Crystal Springs Water District IGA

Staff has been working with Crystal Springs Water District (CSWD) for nine months regarding terms and conditions of an Intergovernmental Agreement (IGA) that will allow the Port to complete a portion of CSWD's Master Plan Project 21.

1,350 LF of main water line on Stadleman Drive in Odell. This water line will increase the main line from 6 to 10 inches and install line that connects two currently unconnected portions of the CSWD main line system. This connection and expansion will improve pressures throughout the entire system and is being required by CSWD for the development of the Lower Mill redevelopment site (Site).

The Port will pay for the improvement, which is estimated at \$400,000. Once the project is complete, the Port will turn the ownership of the waterline over to CSWD with no reimbursement. The Port will then be able to install up to four 2-inch water meters at the Site after applicable System Development Charges (SDC) fees are paid. Those SDC's have been held to the 2017, pre- increase rate which is \$34,653 per 2-inch meter.

The IGA has been approved by the CSWD board as written. The Executive Director and Attorney have been authorized to sign the agreement once it has been approved and signed by the Port. Staff hopes to have this executed on Friday, March 23rd. Once executed, Port staff will go out to bid for the work, anticipating that it will be completed in FY 2018/19.

RECOMMENDATION: Approve Intergovernmental Agreement with Crystal Springs Water District for waterline improvements required for Lower Mill site development.

This page intentionally left blank.

of the District water system ("Project"). The Project is part of the District's Project 21 as defined in the 2016 District Master Plan; and

Whereas, if the Port signs a contract for Port Project work, the Port at Port expense will obtain and install the PRV water station and approximately 1,350 lineal feet ("LF") of 10" main water line within the Hood River County right of way ("Right of Way"), and in coordination with Port Project work the District at District expense will obtain and install a new water pipe approximately 10 feet in length that connects the District water system to the new Port water pipe within the Right of Way at the location shown on "Exhibit C": (1) in accordance with the Project plans and specifications attached as "Exhibit B"; (2) in accordance with current, applicable District Mains Design Standards (Section 5.000, Water Mains General Requirements dated March 1, 2016); and (3) in accordance with current, applicable District Contractor/Developer Requirements (Revised March 1, 2016) subject to the terms of this IGA and;

Whereas, the Project is identified as part of the District's Project 21 and will upgrade the District's water system by increasing fire flows, redundancy and distribution to the Lower Mill Industrial Park area as well as the Port's Site; and

Whereas, the Port has not yet received a building permit for any industrial buildings from the county nor otherwise obtained a decision from the Office of the State Fire Marshal as to the minimum GPM water flows that will be required for fire suppression for future industrial buildings at the site, such that the Port and District are currently unaware whether 1000 gpm as stated above will be deemed sufficient for the Port's intended use; and

Whereas, the Port wishes to proceed at its own risk with the construction of the approximately 1350 LF water line and PRV water station referenced above without having obtained a lawful determination of minimum water flow requirements for fire suppression or a county building permit; and

Whereas, District makes no representations and expresses no opinion as to what will be the minimum required water flow requirements for fire suppression at the Port's Site;

NOW, THEREFORE, for mutual consideration received the Port and District agree as follows:

2. TERMS AND CONDITIONS

2.1. Party Responsibilities

2.1.1. The Parties agree to cooperate, and to use best efforts to facilitate the Port's and the District's successful completion of Project work in accordance with the Project Plans and Specifications set forth in Exhibit B and consistent with this IGA.

2.1.2. Port Rights and Responsibilities.

2.1.2.1. Subject to the terms of this IGA, if a bid is acceptable to the Port, the Port at Port expense will obtain and install the PRV water station and approximately 1,350

lineal feet (“LF”) of 10” main water line within the Right of Way, and in connection therewith will design, obtain necessary permits, receive bids for, and execute a construction contract, and monitor and inspect the construction in accordance with the Project plans and specifications set forth in Exhibit B and the standards set forth in 2.1.3.3 below.

- 2.1.2.2. Port will be responsible to pay the Port’s Project engineer for work related to the Project and the District will be responsible to pay the District’s engineer for work related to the Project.
- 2.1.2.3. If the Port determines that the apparent low bid for Port Project construction and related costs will exceed the Port’s cost estimate for Port Project work, the Port may reject all bids, abandon proceeding with any Project work and terminate this Agreement. If the Port decides to reject all construction bids, abandon the Project work and terminate this Agreement the Port will notify the District in writing that this Agreement is terminated, and the termination shall be effective on the date of the Port’s notice.
- 2.1.2.4. If the Port accepts a bid for and proceeds with Port Project construction, the Port will thereafter be responsible for all actual costs of Port Project work, regardless of amount, including any costs in excess of the construction bid amount or in excess of the Port’s cost estimate, whether such excess costs are due to cost over runs, change orders or otherwise.
- 2.1.2.5. If the Port awards a Project construction contract, the Port shall control and have the decision-making authority for construction of the Port Project work prior to its completion and until such time as it is accepted by the District as part of the District, which acceptance the District shall not unreasonably withhold or delay. In performing its obligations under this agreement, the Port is acting independently and on its own behalf as a developer, and not as an agent of the District.
- 2.1.2.6. The Port agrees, to the fullest extent permitted by law, including any applicable limitations of the Oregon Tort Claims Act (ORS 30.260 to 30.300), to indemnify, defend, and hold harmless the District, its commissioners, officers, employees, and agents, from any and all liabilities, losses, claims, damages, liens and expenses (including reasonable attorney fees) arising in connection with the construction and completion of the new PRV water station and approximately 1,350 lineal feet (“LF”) of 10” main water line within the Right of Way, that are based upon acts, omissions or events that occur or are alleged to have occurred prior to final acceptance of Port project work by the District. The Port’s duty to indemnify, defend and hold the District harmless under this section shall not apply to claims filed more than five (5) years after the date of final acceptance of Port project work by the District.

2.1.2.7. If the Port enters into a contract for Project Work the Port agrees to require the Port's contractor and subcontractors to name the Port and the District as an additional insured under their liability insurance policies and agrees to require the Port contractor to provide warranty coverage for Project materials and workmanship for not less than one year after Port Project work completion that covers the Port and the District.

2.1.3. District Rights and Responsibilities.

2.1.3.1. All off-Site domestic and non-domestic water connections or re-connections served by or related to the Project shall be completed and paid for by the District or owners of benefitted properties, other than the Port.

2.1.3.2. This IGA is a "Will Serve" commitment by the District to provide water and up to four 2" meters to the Site after the Project is successfully pressure tested and accepted by the District as complete in accordance with (1) the Project plans and specifications attached as "Exhibit B"; (2) the current, applicable District Mains Design Standards (Section 5.000, Water Mains General Requirements dated March 1, 2016); (3) the current, applicable District Contractor/Developer Requirements (Revised March 1, 2016); and (4) the terms of this Agreement.

2.1.3.3. After acceptance of the Project by the District and upon approval by the county of required development and building permits, the District will approve the Port's pending applications for service for up to four two-inch meters to the Site. Pursuant to ORS 264.310, and notwithstanding any provisions of this Agreement, District's obligation to supply water shall be subject to immediate cancellation whenever no surplus supply of water exists over and above any and all demands of the District's domestic users. In the event of a sale or lease by Port of any Site property, Port shall include in the sale or lease document a written provision that the District's obligation to provide water is subject to immediate cancellation whenever no surplus supply of water exists over and above any and all demands of the District's domestic users.

2.1.3.5 The District will charge standard District rates for water connections and water service at the Site, including a System Development Charge (SDC) of \$34,653 for each 2 inch meter pursuant to the schedule of District SDC rates in effect as of the filing date of the Port's pending applications (June 9, 2017). There shall be no qualified public improvement credits.

2.1.3.6. During Port bidding and Port Project construction, the District shall promptly answer questions from the Port's engineer and Port staff and provide relevant information if it is available.

2.1.3.7. After the Project is completed the District will provide water for fire suppression at Site industrial buildings when requested, which the parties estimate will allow sustained water flow rates of not less than 1,000 GPM (20 PSI for 2 hours). With respect to the estimated sustained water flow rates stated above, each party hereto is relying on the opinions of its own engineer and staff, and not the other party. The Port agrees to bear all risk that the actual sustained water flow rates will be less than estimated by the parties. District makes no representation and expresses no opinion that the estimated sustained water flow rates stated above will be deemed sufficient for fire suppression purposes at the Site by the Office of the State Fire Marshal or by Hood River County, and the Port agrees to bear all risk that the estimated sustained water flow rates stated above will be deemed insufficient for the intended use of the Site by the Port and its purchasers and lessees. The Port agrees that such risk is reasonably foreseeable, and that its decision to proceed in advance of a fire flow determination by the Office of the State Fire Marshal, and a development permit from Hood River County is an act within its reasonable control. The Port agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its commissioners, officers, employees, and agents, from any and all liabilities, losses, claims, damages, liens and expenses (including reasonable attorney fees) in any way arising in connection with whether water flows available for fire suppression at the Site are adequate and will meet the minimum required water flows for fire suppression purposes as determined by the State Fire Marshall and Hood River County.

2.1.3.8. If a construction contract is awarded by the Port for Port Project work, after the work is completed the District will promptly inspect and pressure test the work and accept it as part of the District, provided the pressure test is successful and the completed work complies with the Exhibit B plans and specifications, and the other requirements stated in section 2.1.3.3 above. If the District believes the Port needs to take additional or corrective actions the District will promptly provide the Port with a written statement describing any required action. The Port will promptly take additional or corrective actions identified by the District which the Port is responsible for under this Agreement, at Port expense. If Project work issues identified by the District are beyond the scope of the Port's obligations under this Agreement the Port will notify the District and if the District agrees the District will promptly take the actions identified by the District at District expense. If the parties cannot agree about who should be responsible to pay for additional or corrective actions identified by the District the matter will be submitted to mediation. After the Project is satisfactorily completed the District will accept it, and operate and maintain the Project water lines at District expense as part of the District.

2.1.3.9. After the Port installs the PRV water station and approximately 1,350 lineal feet ("LF") of 10" main water line within the Right of Way, the District at District expense will promptly install the new water pipe approximately 10 feet in length

that connects the District water system to the new Port main water line to complete the Project and increase water flow to the Site. Port Project work will be limited to installing the PRV water station and approximately 1,350 lineal feet ("LF") of 10" main water line within the Right of Way, and shall not include any costs associated with District work. District work will be limited to installing the water pipe approximately 10 feet in length that connects the District water system to the new Port main water line, and shall not include any costs associated with Port work within the Right of Way.

3. Costs. Beyond each party's respective costs of completing Project work in accordance with this Agreement, no additional Project costs are anticipated by either party.
4. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.
5. A party shall not be liable for a delay in the performance of an obligation under this Agreement that is the direct result of an act or occurrence that is beyond the reasonable control of the party, materially affects the party's performance, and could not have been reasonably foreseen.
6. This Agreement may be amended only by an instrument in writing executed by both parties, which writing must refer to this Agreement.
7. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other party shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained. Each party will pay its own attorney fees and costs related to this Agreement, including those arising to resolve a dispute through mediation, arbitration or litigation.
8. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.
9. This Agreement (including the Recitals, exhibits, documents, and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
10. Term and Termination. This Agreement shall be effective as of date it is fully executed by both parties and shall remain in effect after the Port has accepted a bid to construct the Project. If the Port has not accepted a bid to construct the Project either party may terminate this Agreement for any reason by providing written notice of their intention to terminate to the other party not less than 30 days prior to the termination date stated in the termination notice; provided however, if the Port has advertised to receive Project construction bids any District notice to terminate this Agreement must be delivered to the Port not less than ten days prior to the date

Project bids are due to be effective. If the Agreement is properly terminated neither party will have any obligation after the termination date to comply with the Agreement.

DATE: _____

DATE: _____

PORT OF HOOD RIVER

CRYSTAL SPRINGS WATER DISTRICT

By: Michael McElwee

By: Fred Schatz

Executive Director

Executive Director

Approved as to form:

Approved as to form:

Jerry J. Jaques

Mark S. Womble

Port Attorney

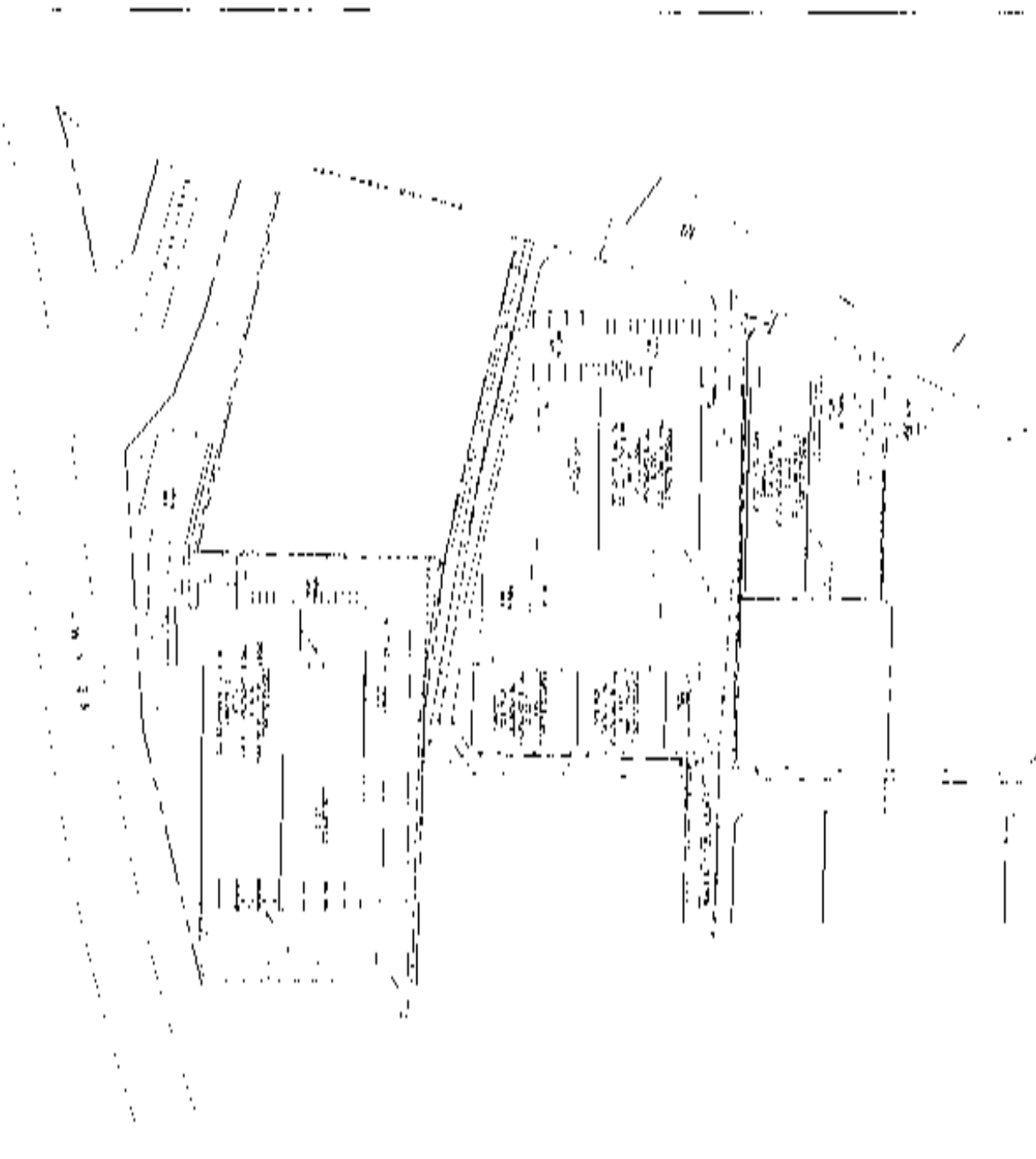
Crystal Springs Attorney

Exhibit A: Port Industrial Subdivision Map

Exhibit B: Project Plans and Specifications

Exhibit C: Location Map

This page intentionally left blank.

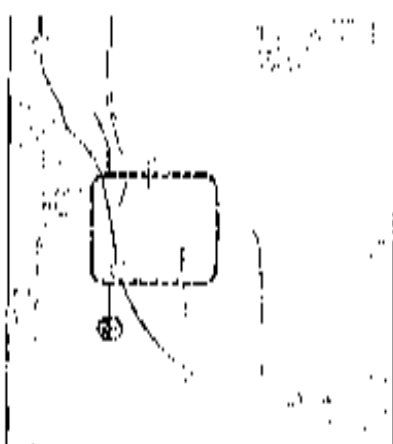


ST. LOUIS STEEL CO.
 GENERAL CONTRACTOR
 1001 N. 10TH ST.
 ST. LOUIS, MO.

ST. LOUIS STEEL CO.
 GENERAL CONTRACTOR
 1001 N. 10TH ST.
 ST. LOUIS, MO.

ST. LOUIS STEEL CO.
 GENERAL CONTRACTOR
 1001 N. 10TH ST.
 ST. LOUIS, MO.

ST. LOUIS STEEL CO.
 GENERAL CONTRACTOR
 1001 N. 10TH ST.
 ST. LOUIS, MO.



ST 101

LOWER HANCOCK MILL
 1001 N. 10TH ST.
 ST. LOUIS, MO.

ST. LOUIS STEEL CO.
 GENERAL CONTRACTOR
 1001 N. 10TH ST.
 ST. LOUIS, MO.

ST. LOUIS STEEL CO.
 GENERAL CONTRACTOR
 1001 N. 10TH ST.
 ST. LOUIS, MO.

STADELMAN DRIVE WATERLINE EXTENSION

STADELMAN DRIVE
ODELL, OREGON 97031
NOVEMBER 2017

INDEX:

- SHEET C1 COVER SHEET
- SHEET C2 GENERAL NOTES
- SHEET C3 OVERALL PLAN
- SHEET C4 PLAN & PROFILE 1
- SHEET C5 PLAN & PROFILE 2
- SHEET C6 PLAN & PROFILE 3
- SHEET C7 PLAN & PROFILE 4
- SHEET C8 STANDARD DETAILS
- SHEET C9 STANDARD DETAIL - PRV

REVISIONS:

- △△ 11/04/2017 ADDRESSING WATER DISTRICT ENGINEER ON SHEET C2, C4, C7, C8 & C9.



VICINITY MAP
NOT TO SCALE

CLIENT:
CITY OF HOOD RIVER
3000 E. PORT MARINA DRIVE
HOOD RIVER, OREGON 97031
PH: 541.386.5115
EM: AMEENBACH@PORTHOODRIVER.COM
ANNE MEDENBACH (PROJECT MANAGER)

WATER DISTRICT:
CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVYON DRIVE
HOOD RIVER, OREGON 97031
PH: 541.384.3811
EM: FRED@CSWDHB.COM
FRED SCHATZ (SUPERINTENDENT)

ENGINEER:



480 N KITE STREET - SUITE 201
HOOD RIVER, OREGON 97031
PH: 541.386.6480
EM: CS@VISTA-GES.COM
CARLOS GARRIDO (PROJECT ENGINEER)

APPROVED:

CARLOS A. GARRIDO 11/04/17
PROJECT ENGINEER DATE

ROBERT WIRTH 11/04/17
ENGINEER OF RECORD DATE



- NOTES:
1. TOPGRAPHIC LANDS RECOVERED BY VISTA GEOTECHNOLOGICAL SERVICES, MARCH 2017.
 2. HORIZONTAL AND/OR VERTICAL CURVES SHALL BE COORDINATE WITH THE NORTH ZONE AND RECALLED FROM 2016.LIN.
 3. HORIZONTAL AND/OR VERTICAL CURVES SHALL BE COORDINATE WITH THE NORTH ZONE AND RECALLED FROM 2016.LIN.



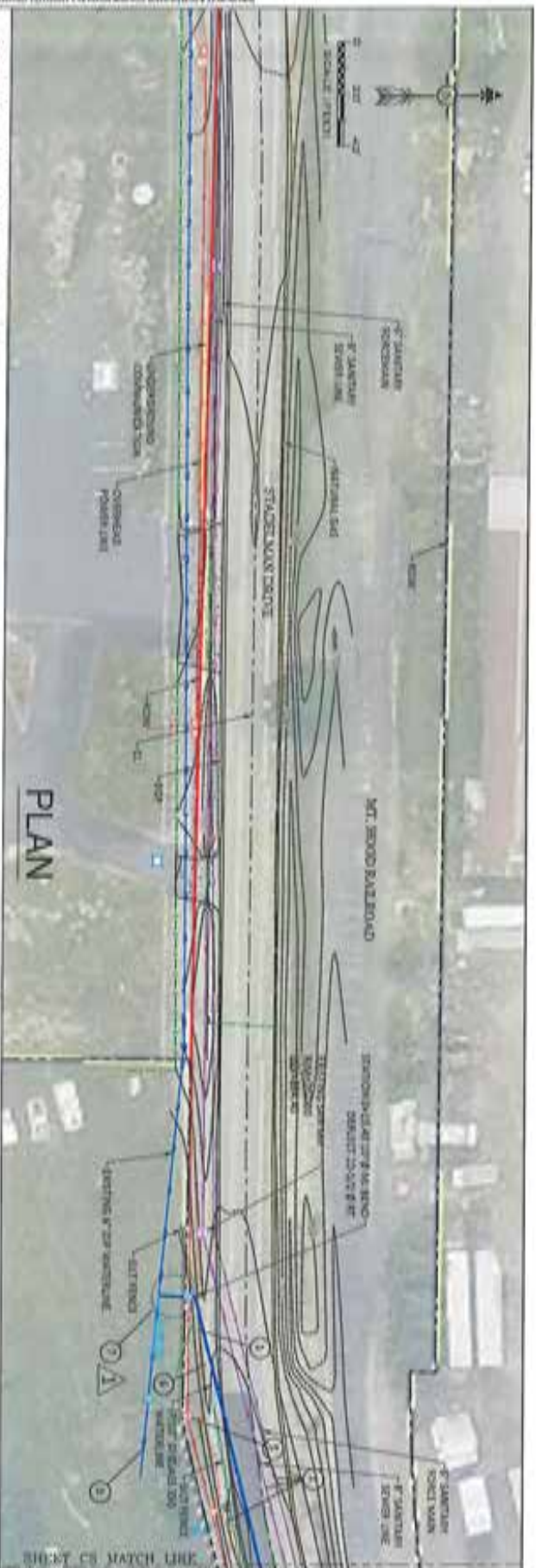
3
3/1

STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ODELL, OREGON 97031
 PORT OF HOOD RIVER
OVERALL PLAN

| NO. | DATE | REVISIONS/DESCRIPTION | BY | CHKD. | APP. |
|-----|----------|-----------------------|----|-------|------|
| 1 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 2 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 3 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 4 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 5 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 6 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 7 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 8 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 9 | 11/14/17 | ISSUED FOR PERMIT | | | |
| 10 | 11/14/17 | ISSUED FOR PERMIT | | | |

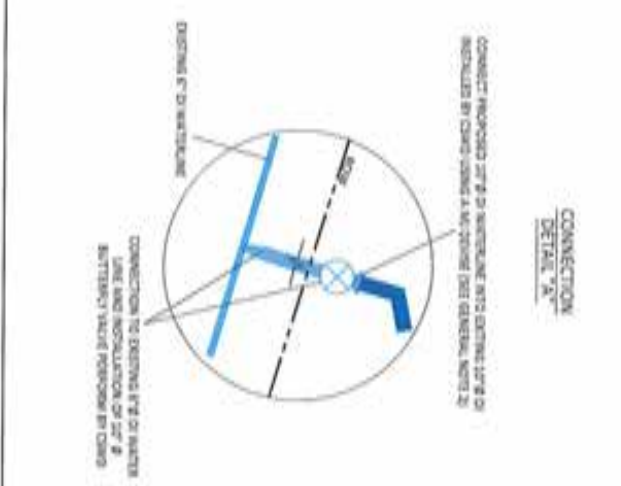
VISTA GeoEnvironmental SERVICES
 400 N 8TH STREET - SUITE 201
 HOOD RIVER, OREGON 97113
 (541) 340-0400

2017-127



PLAN

- CONSTRUCTION NOTES: (APPLY TO SHEETS C4 TO C7)
- EXISTING STAKE LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFY LOCATIONS AND ZONING OF ALL EXISTING UTILITIES. MAINTAIN 1'-0" CLEARANCE FROM EXISTING UTILITIES.
 - MAINTAIN MIN 30" OF COVER DUE TO THE HIGH FREQUENCY OF UTILITY CROSSINGS. BOTTOM OF COVER WILL VARY AS THE CONSTRUCTION SITES PER TO PROVIDE PROPER CLEARANCES.
 - CONTRACTOR SHALL ABANDON EXISTING WATERLINES AFTER NEW WATERLINE IS IN SERVICE BY REMOVING PORTION OF EXISTING WATER LINE PIPE AND FILL AND REWORKING PIPELINE ENDS WITH A MINIMUM 1' LONG CONCRETE PILE OR MECHANICAL JUNCTION.
 - PROPOSED OUTDOOR WATER CROSSING SANITARY SEWER LATERALS. PRIOR EXPOSING THE EXISTING SANITARY SEWER, SURVEY AROUND THE PIPE TO ESTABLISH A 1' PER SIDE MINIMUM COVER. THE COVER SHALL BE 12" THICK AND THE COVER SHALL BE 12" HIGH. THE 12" SHALL NOT BE LESS THAN 12" COMPENSATION OR PROTECTION IN THE SANITARY SEWER LATERAL.
 - CONTRACTOR SHALL COORDINATE OCCUPATION ACTIVITIES WITH FACILITY OWNERS AND LEAD FIELD SURVEY EXHIBITING WITHIN PROPERTY OF OTHER POTENTIAL OCCUPANTS. CONTRACTOR SHALL PROVIDE PPE, SURVEYOR NOTES TO PROVIDE THOROUGH FIELD ASSESSMENT & RECOMMENDATION AS NOT TO BEAT CONTRACTOR'S SCHEDULING ACTIVITIES.
 - USE CIP FOR EXPOSED FROM 2'-0" TO 4'-0" AND FROM STATION 26+40 TO 27+14.8.
 - EXISTING SANITARY SEWER STRUCTURE RESPONSIBLE FOR THE CONNECTION OF THE PROPOSED WATERLINE INTO THE EXISTING SANITARY SEWER WITH A 12" & BUTTERFLY VALVE.
 - CONTRACTOR SHALL EXPOSE EXISTING SANITARY PIPE TO THE EXISTING PIPE JOINTS ON BOTH SIDES OF THE CROSSING AND INSPECT EXISTING SANITARY SEWER PIPE WITH A 2" SHEET CIP.

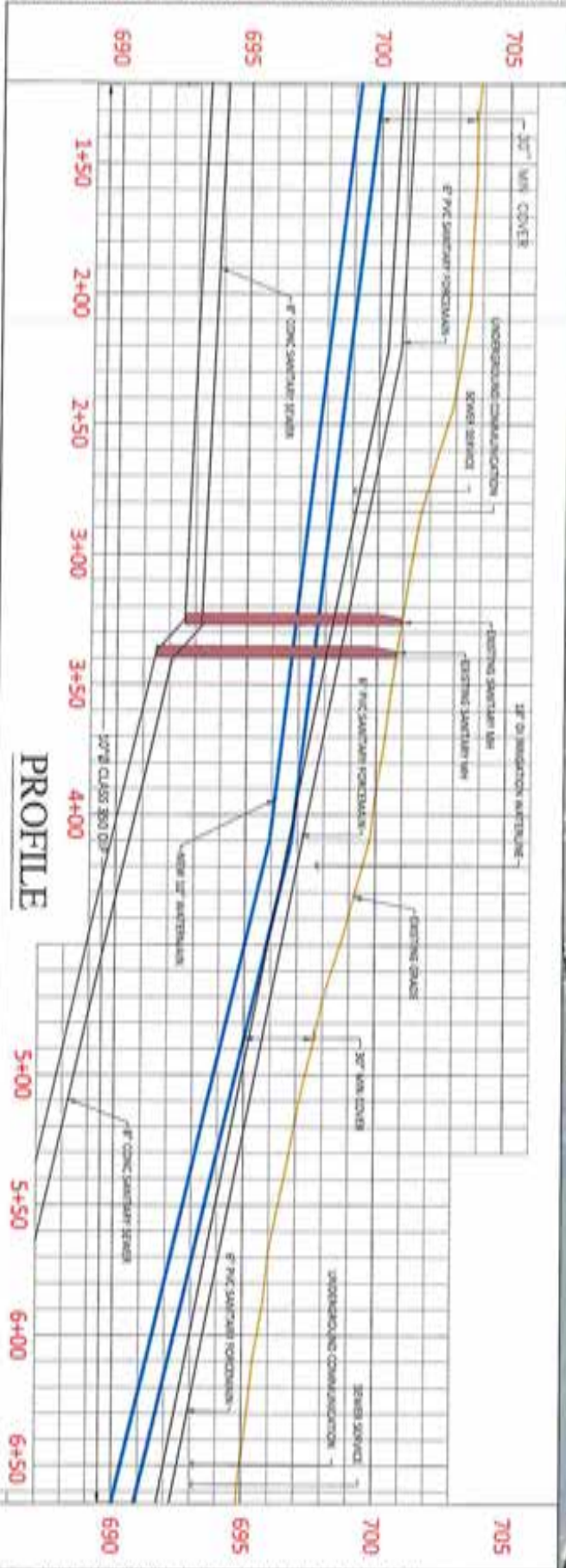
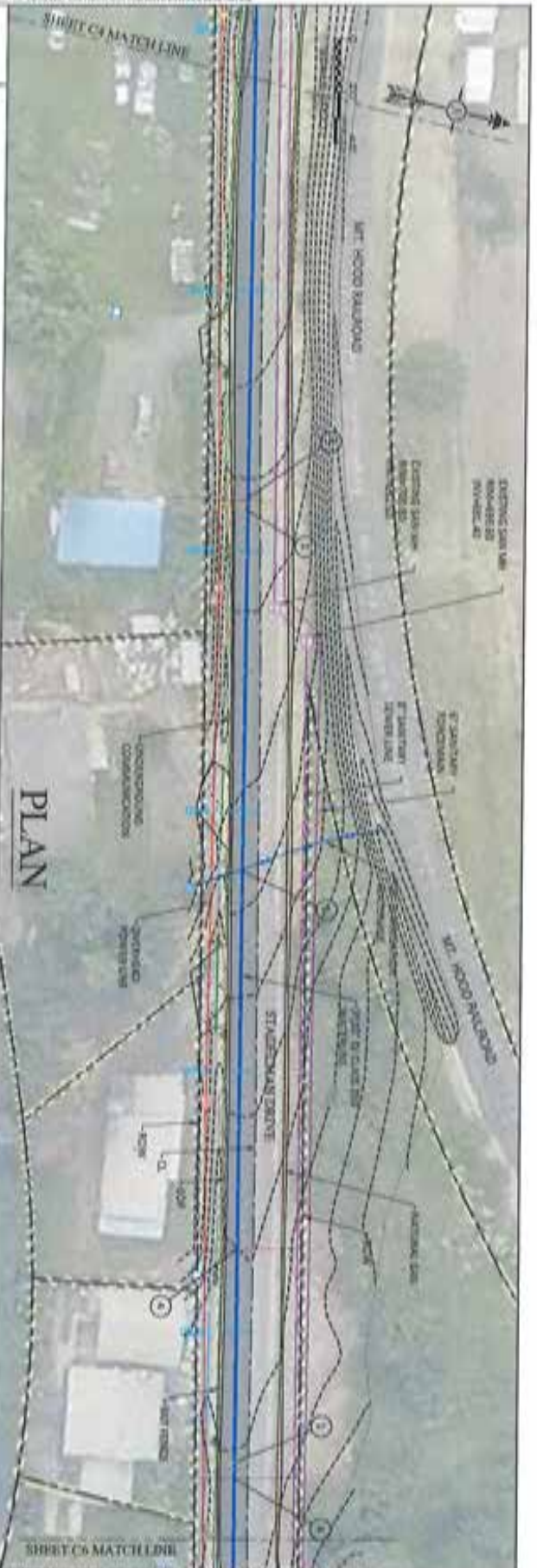


STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ODELL, OREGON 97033
 PORT OF HOOD RIVER

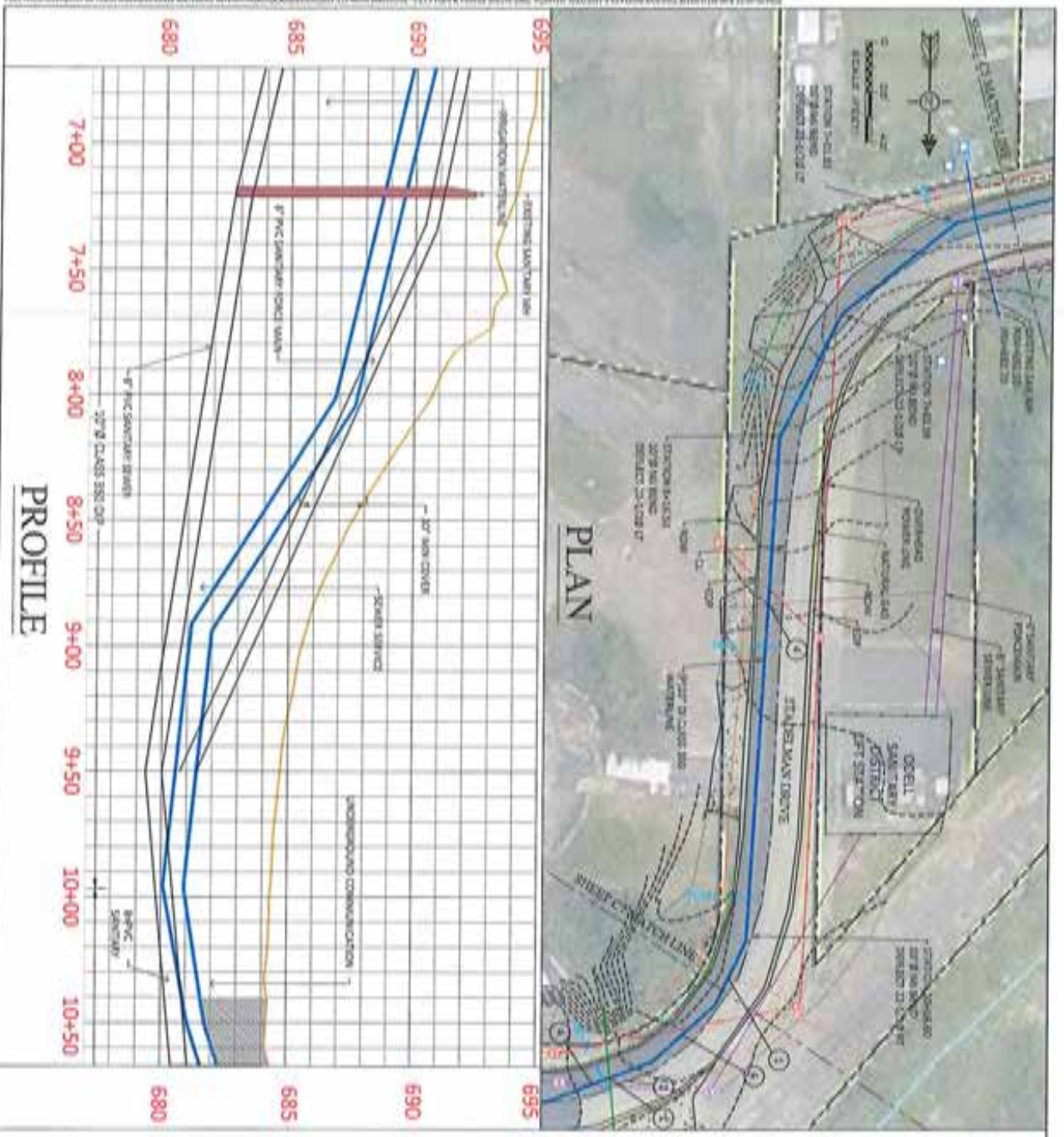
DATE: 11/20/2017

2017-127

VISTA GeoEnvironmental SERVICES
 1000 N HOOD STREET - SUITE 202
 HOOD RIVER, OREGON 97033
 (503) 866-8888



| | | | |
|--|--|-----------------------------|---|
| C5 | STADELMAN DRIVE WATERLINE EXTENSION STADELMAN DRIVE ODELL, OREGON 97031 PORT OF HOOD RIVER | PLAN & PROFILE 2 | VISTA GeoEnvironmental SERVICES 400 N 8TH STREET - SUITE 205 HOOD RIVER, OREGON 97031 (503) 320-0400 |
| DATE: 11/15/17 DRAWN BY: J. WILSON CHECKED BY: J. WILSON PROJECT NO: 17-001 | 2017-127 | | |



| C6 <small>PROJECT NO.</small> | STADELMAN DRIVE WATERLINE EXTENSION STADELMAN DRIVE ODELL, OREGON 97031 PORT OF HOOD RIVER | | <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHECKED</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/10/17</td> <td>WATERLINE DESIGN</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>10/10/17</td> <td>PLAN & PROFILE</td> <td></td> <td></td> </tr> </tbody> </table> | NO. | DATE | DESCRIPTION | BY | CHECKED | 1 | 10/10/17 | WATERLINE DESIGN | | | 2 | 10/10/17 | PLAN & PROFILE | | |
|---|--|--|---|-------------|------|-------------|----|---------|---|----------|------------------|--|--|---|----------|----------------|--|--|
| | NO. | DATE | | DESCRIPTION | BY | CHECKED | | | | | | | | | | | | |
| 1 | 10/10/17 | WATERLINE DESIGN | | | | | | | | | | | | | | | | |
| 2 | 10/10/17 | PLAN & PROFILE | | | | | | | | | | | | | | | | |
| PLAN & PROFILE 3 | | VISTA GeoEnvironmental <small>SERVICES</small> 445 N 6TH STREET - SUITE 201 HOOD RIVER, OREGON 97031 (503) 306-6880 | | | | | | | | | | | | | | | | |

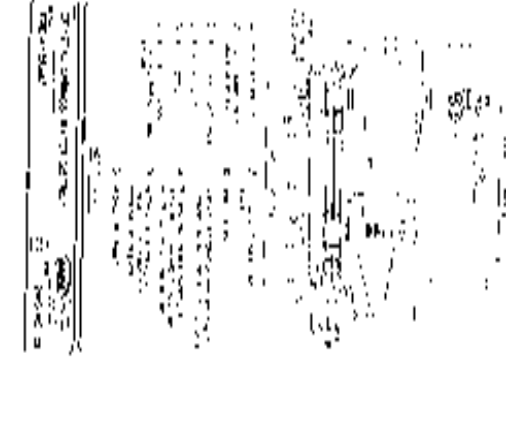
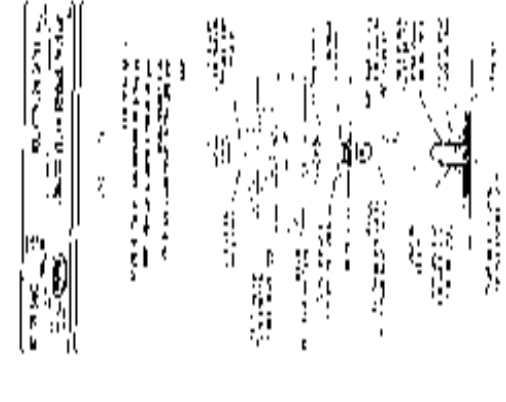
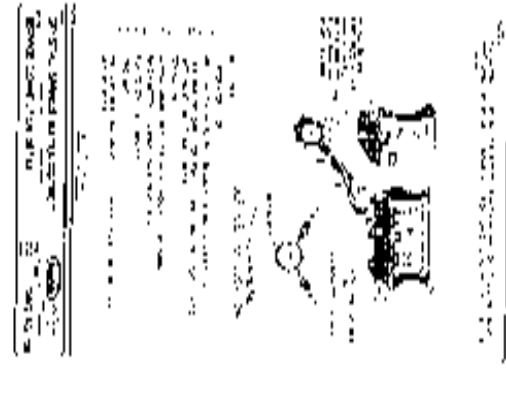
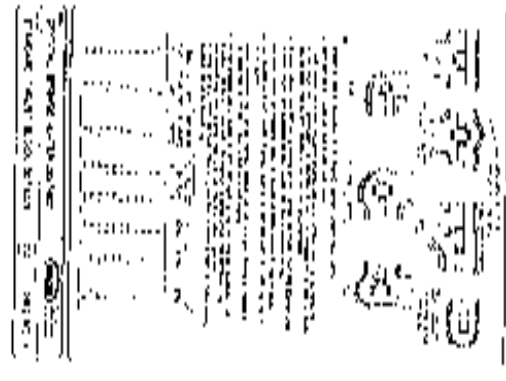
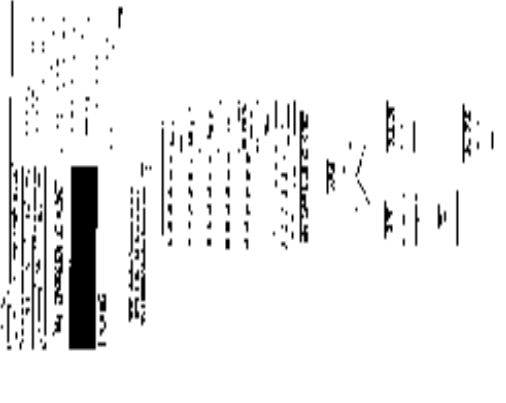
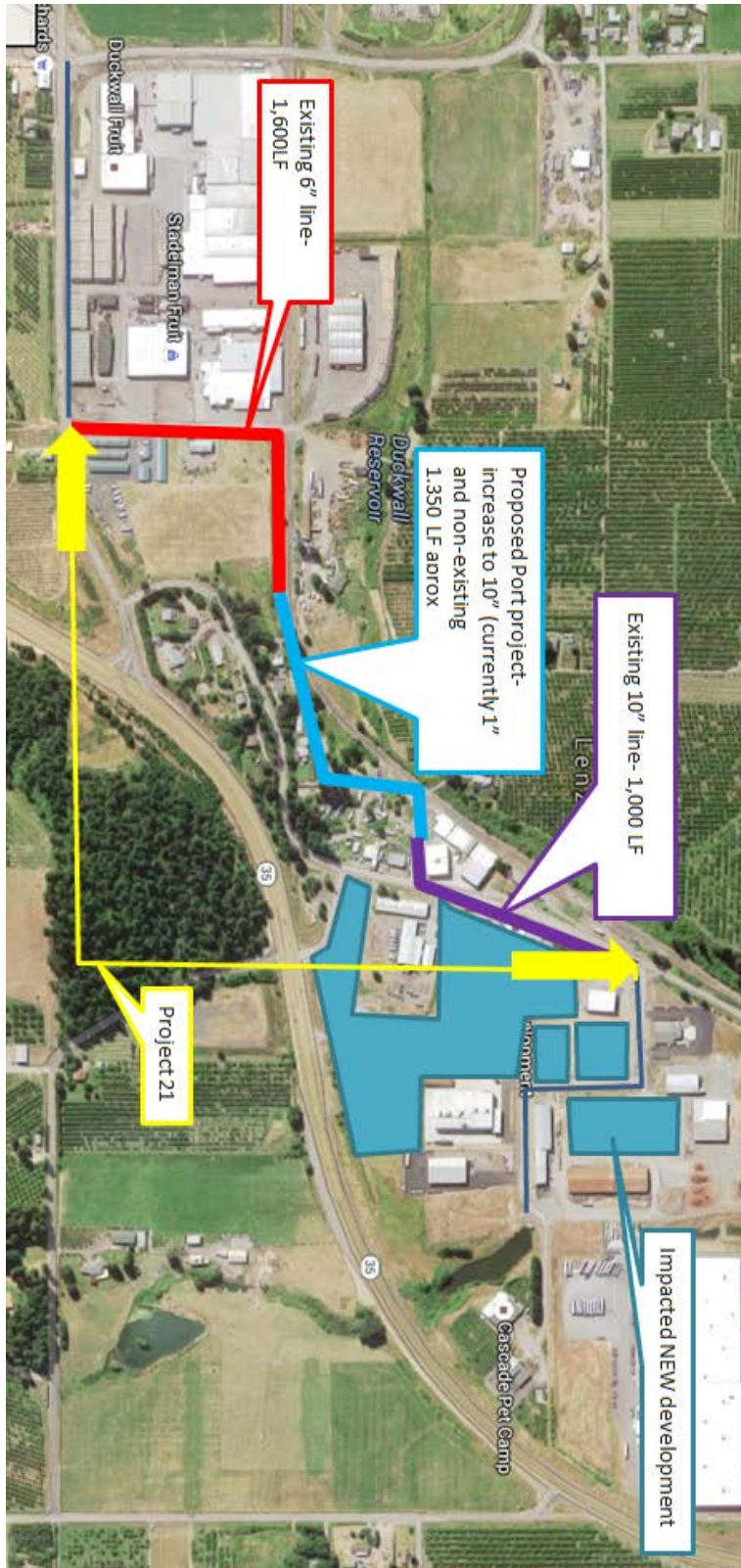


Exhibit C



This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: March 20, 2018
Re: Real Estate Portfolio Work Session No. 1

EcoNW has been engaged to assist Port staff with framing a development strategy for the Port's real estate portfolio. EcoNW and staff are collaborating on two work sessions and a final report, all with the goal of helping the Commission determine development priorities for the near and long term.

The outcome of this process would be policy goals providing a framework for decision making. The framework would include specific analysis and future development options (FDO) for each building. That analysis would be applied to selected criteria that point to policy goals. This process will be both subjective and supported by analysis. It is meant to be a dynamic tool, able to be revisited as conditions such as costs and debt capacity change over time.

The first work session will introduce the methodology for the analysis, answer foundational policy questions that will inform final policy goals, and present draft criteria and analysis for review and input.

Matt Craigie with EcoNW will be presenting the strategy with staff support.

RECOMMENDATION: Discussion.