



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, April 9, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

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### Special Meeting

*Will convene immediately upon adjournment of Spring Planning Works Session*

1. **Call to Order**
2. **Consent Agenda**
  - a. Approve Minutes from the March 19, 2024, Regular Session (*P. Rosas, Pg. 3*)
  - b. Approve Resolution 2023-24-15 Adopting Findings for Sole Source Procurement (*R. Klapprich, Pg. 9*)
  - c. Approve Master Service Agreement with WJE for Bridge Lift Engineering Services (*R. Klapprich, Pg. 15*)
  - d. Approve Work Order #1 with WJE for Electrical Work on the Bridge (*R. Klapprich, Pg. 31*)
  - e. Approve Work Order #10 with PSquare for Tolling System Support (*D. Smith-Wagar, Pg. 49*)
  - f. Approve Accounts Payable to Beery Elsner & Hammond LLP in the Amount of (*D. Smith-Wagar, Pg. 59*)
3. **Informational Reports**
  - a. Waterfront Annual Report (*D. Stafford, Pg. 63*)
4. **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.*

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

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### Regular Session

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Ben Sheppard, Mike Fox, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, and Patty Rosas. **HNTB:** Michael Shannon, and Kary Witt. **Guests:** Dave Koebel, Judy Newman, and Scott Keillor.

**ABSENT:** Greg Hagbery

**MEDIA:** None

1. **CALL TO ORDER:** President Kristi Chapman called the meeting to order at 5:00 p.m.
2. **EXECUTIVE SESSION:** President Kristi Chapman recessed Regular Session at 5:00 p.m. to call the Commission into Executive Session under ORS 192.660(2)(h) to consult with counsel concerning the Port's legal rights and duties regarding current litigation or litigation likely to be filed.
3. **RECONVENE REGULAR SESSION:** The Commission was called back into Regular Session at 5:51 p.m. No action was taken as a result of Executive Session.
  - a. **Modifications, Additions to Agenda:**
    1. Add Discussion item to 6(c) – Board Member Access to Internal Documents.
  - b. **Public Comment:**
    1. **Dave Koebel**, Hood River Resident, expressed concern about the chosen location of the proposed hangars at the Ken Jernstedt Airfield ("Airport"). Koebel suggested an alternative location on the north side of the ramp.
    2. **Judy Newman**, Hood River Resident, disagrees with the chosen location of the proposed hangars and discussed the Airport Master Plan emphasizing the importance of compliance and the strategic placement of the new hangars on the north side of the ramp.
4. **CONSENT AGENDA:**
  - a. Approve Minutes from the February 20, 2024, Regular Session
  - b. Approve Amendment No. 5 to Contract with HNTB for Consulting Services Related to Bridge Replacement
  - c. Approve Authorization to Enter into Welding Contracts Not to Exceed \$100,000
  - d. Approve Listing Agreement for Real Estate Services
  - e. Approve Resolution No. 2023-24-13 Adopting Toll Policy for the Hood River Bridge
  - f. Approve Resolution No. 2023-24-14 Appointing John Benton, Larry Brown, and Bonifacio Romero to the Budget Committee
  - g. Approve Accounts Payable to Campbell Phillips in the Amount of \$1,260.00

**Motion:** Move to approve Consent Agenda with modifications to the minutes from February 20, 2024.

**Move:** Sheppard

**Second:** Bieker

**Discussion:** The minutes from February 20, 2024 were modified to clarify Commission direction regarding the lift span.

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

## MOTION CARRIED

### 5. INFORMATIONAL REPORTS:

- a. **Bridge Replacement Project Update** – Michael Shannon, HNTB Project Director, announced that Hood River-White Salmon Bridge Authority (HRWSBA) secured \$8 million for the Bridge Replacement Project (“Project”), with \$4 million each from Oregon and Washington. Negotiations are underway with Kiewit for the Progressive Design Build contract. The contract is expected to be signed April 1. Furthermore, the team had a meeting March 19 to discuss the credit rating for the TIFIA loan. Commissioner Fox recognized Debbie Smith-Wagar, Finance Director, for her outstanding work during the credit rating meeting. Lastly, Shannon addressed funding for the administration building relocation and the need to push for pre-billing and reimbursement.

### 6. PRESENTATIONS & DISCUSSION ITEMS:

- a. **RV Park Feasibility at Lower Mill Site** – Kevin Greenwood, Executive Director, discussed the county's interest in moving forward with the land use process for an RV park. The county agreed to direct their staff to work on a legislative text amendment for temporary use, with the potential for a more permanent use in the future. Greenwood noted that a meeting has been scheduled with Odell Sanitary District as well. The manager of the Odell Sanitary District expressed a preference for a temporary arrangement. Staff sought feedback on whether the Commission wished to proceed, and if so, they would then require the assistance of a land use planner to draft the necessary code. A discussion ensued regarding the next steps. Staff was directed to reach out to Kiewit once they are under contract and engage in discussions about the development of temporary housing for their workforce.
- b. **Waterfront Development/Commercialization Discussion** – Daryl Stafford, Waterfront Manager, commented that the Port frequently receives proposals for use of the Waterfront. Staff proposed streamlining the process of reviewing Waterfront development proposals by suggesting an overarching policy, such as a moratorium on new developments in certain areas until existing projects are completed. A discussion followed and concluded with consensus from the Commission for staff to present a draft policy at Spring Planning.
- c. **Board Member Access to Internal Documents** – Commissioner Chapman discussed improving communication between staff and Commissioners regarding project updates. The suggestion was made to use a spreadsheet to track requests and make it accessible through platforms like Google Drive, ensuring Commissioners have easy access and can receive real-time updates. A discussion ensued and the importance of oversight and accountability in staff operations was emphasized. Staff received direction to grant the Commission access to staff tracking tools to stay updated on tasks.

Commissioner Fox raised concerns about the potential for liquefaction in piers 6 through 11 of the bridge and proposed creating an emergency response plan to deal with such a scenario, including the possibility of contracting with Kiewit for mutual aid. Staff was directed to reassess operational plans in light of the aging bridge and its associated risks.

7. **EXECUTIVE DIRECTOR REPORT:** Greenwood reported that Bill Ohle, Schwabe, will be assisting with reassigning the contracts held by the Port to the HRWSBA as per the Intergovernmental Agreement (IGA). Furthermore, a small contract was signed with the Port of Cascade Locks (POCL) for the use of the Port's boat and 8 hours of labor to help with the reinstallation of POCL's pedestrian bridge. Greenwood also

provided a brief update on East Anchor Way extension. Lastly, the team acknowledged Jay Cruz's 25th anniversary at the Port.

**8. COMMISSIONER, COMMITTEE REPORTS:** None

**9. ACTION ITEMS:**

- a. **Approve Halyard Facility Repairs** – Greenwood discussed the need for maintenance on the loading dock surface and the bay door in one of the suites at the Halyard building, with costs totaling over \$65,000.

**Motion:** Move to approve replacement of the Halyard Building loading dock surface area and the bay door of Suit 103 for a total cost not to exceed \$65,875 pending review and approval of the request by Ryan Klapprich before the repairs are made.

**Move:** Fox

**Second:** Sheppard

**Discussion:** A discussion ensued regarding the repairs. The Commission requested that Ryan Klapprich, Facilities Manager, first review and approve the request before the repairs are made.

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

**MOTION CARRIED**

- b. **Approve IGA with HRWSBA to Establish Terms and Conditions for Services.**

**Motion:** Move to authorize signing the Intergovernmental Agreement with the Hood River-White Salmon Bridge Authority for matters related to the replacement of the Hood River Bridge.

**Move:** Fox

**Second:** Gehring

**Discussion:** Commissioner Fox noted that this is a significant milestone for the new bridge and recognized Commissioner Chapman and Commissioner Gehring for their involvement.

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

**MOTION CARRIED**

- c. **Approve MSA/Work Order No. 1 with WSP for Owners Rep Services related to Lot 1** – Greenwood noted that Commissioner Sheppard and staff held a total of four negotiation sessions with Scott Keillor's WSP team to create Work Order 1. There are two significant contingency tasks that include NEPA work and construction management services if needed.

**Motion:** Move to approve a Master Services Agreement and Work Order No. 1 with WSP for Owners Representative Services related to Lot 1 Transportation Improvements.

**Move:** Bieker

**Second:** Fox

**Discussion:** None

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

**MOTION CARRIED**

d. **Purchase Agreement with Mt. Hood Railroad.**

**Motion:** Move to approve Sales Agreement with Mount Hood Railroad for the sale of tax parcel 02N10E25B01018 and 02N10E25B01019.  
**Move:** Fox  
**Second:** Sheppard  
**Discussion:** A discussion ensued regarding concerns about how low the down payment was.  
**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

e. **Approve Entering into Negotiations with SUM Design Studios for Architectural Services –** Greenwood noted that staff concluded their evaluation of the three architectural firms and briefly discussed the scope of work.

**Motion:** Move to enter into negotiations with SUM Design Studios for a Master Services Agreement and a Work Order to design, permit and construct parking at various waterfront locations.  
**Move:** Fox  
**Second:** Sheppard  
**Discussion:** Commissioner Sheppard requested that the facilities shed relocation be near Marina East building be addressed as well.  
**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

f. **Modify listing agreement for Real Estate Services.**

**Motion:** Move to modify Consent Agenda Item 4(d) regarding the contract with Copper West where the first property sale will be a 5% total fee. Subsequent sales will be negotiated individually.  
**Move:** Fox  
**Second:** Bieker  
**Discussion:** Commissioner Fox expressed his concern regarding the high brokerage fee related to the Real Estate Service contract with Copper West, suggesting a modification to the contract that allows for individual negotiations on future sales.  
**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

**10. COMMISSION CALL/FUTURE MEETINGS:** No Discussion.

**11. CONFIRMATION OF DIRECTIVES:**

- a. Staff to reach out to Kiewit once they are under contract and engage in discussions about the development of temporary housing for their workforce.
- b. Staff to present a draft policy at Spring Planning to help streamline the process of reviewing Waterfront development proposals.
- c. Staff to grant the Commission access to staff tracking tools to stay updated on tasks.

- d. Staff to reassess operational plans in light of the aging bridge and its associated risks.
- e. Staff to address the relocation of the facilities shed near Marina East building.

**12. ADJOURN:** The meeting was adjourned by unanimous consent at 7:00 p.m.

**ATTEST:**

\_\_\_\_\_  
Kristi Chapman, President

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Michael Fox, Secretary

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Prepared by: Ryan Klapprich  
Date: April 9, 2024  
Re: Sole source Justification

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A recent legal review of the Port's procurement of Wiss Janney & Elsnor (WJE) contract to perform electrical and mechanical engineering services on the bridge lift suggested that a resolution be adopted with findings to allow a sole source procurement with WJE.

The Port has a longstanding relationship with WJE, formerly known as Stanford Bandlow Engineering (SBE), dating back to 2016, during which time they have demonstrated exceptional expertise and service on various bridge-related projects.

Here are several key points outlining the reasons to continue engaging WJE as the sole contractor:

- **Original System Designer:** WJE served as the original system designer for the lift span upgrades, providing them with unparalleled insight into its functionality and requirements.
- **Critical Role in Restoration:** WJE played a pivotal role in restoring the lift span from a dilapidated state to one that is now safe and operational.
- **Strong Collaboration:** They have established a great working relationship with our off-site partner company for control systems, particularly Panatrol, facilitating smooth coordination and integration.
- **Mechanical Expertise:** WJE has demonstrated expertise in addressing mechanical issues, such as addressing hardened grease in bearings and enhancing overload safeties on drive motors not rated for load.
- **Exclusive Inspection History:** Since the inception of our inspection program, WJE has been the sole engineering team entrusted with inspecting critical components such as bearings, gearboxes, and electrical systems, adhering to ODOT's reporting criteria.
- **Historical Knowledge:** Their longstanding involvement has endowed them with historical knowledge and hands-on experience, enabling them to effectively address known issues and conditions.
- **Positive Relationship:** WJE has fostered a positive working relationship with our Port staff, facilitating open communication and collaboration.

Given WJE's extensive experience, proven track record, and intimate familiarity with the intricacies of our lift span system, entrusting them as the sole contractor ensures continuity, efficiency, and adherence to the highest standards of quality and safety.

**RECOMMENDATION:** MOTION to approve a resolution adopting findings to justify a sole source contract with Wiss Janney Elster for mechanical and electrical engineering services on the Hood River Bridge.

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PORT OF HOOD RIVER  
Resolution No. 2023-24-15

A RESOLUTION ADOPTING FINDINGS TO SUPPORT AN EXEMPTION FROM THE QUALIFICATIONS-BASED SELECTION PROCESS FOR ENGINEERING WORK RELATED ONGOING LIFT SPAN INSPECTION SERVICES AND CERTAIN ON-CALL RELATED ENGINEERING SERVICES, DECLARING SUCH EXEMPTION, AND AUTHORIZING DIRECT AWARD OF A CONTRACT TO WISS, JANNEY, ELSTER (WJE)

WHEREAS, the Port of Hood River (“Port”) Board of Commissioners (“Board”) is the Local Contract Review Board of the Port; and

WHEREAS, ORS 279C.335(2) authorizes a Local Contract Review Board to exempt certain contracts from the qualifications-based selection procurement requirements of ORS Chapter 279C.110 upon approval of certain findings of fact; and

WHEREAS, the Port’s Local Contract Review Board has determined that directly awarding a contract to WJE for certain ongoing lift span inspection services and certain on-call related engineering services will be most beneficial to the Port, is unlikely to encourage favoritism, and is likely to result in substantial cost savings and other benefits, based on the findings attached as Exhibit A; and

WHEREAS, pursuant to ORS 279C.335(5)(b), the Port published notice of the proposed exemption in The Daily Journal of Commerce not less than 14 days prior to the date on which the Port Board intends to take action to approve the exemption; and

WHEREAS, the Port held a public hearing to allow comments on the Local Contract Review Board’s draft findings on April 9, 2024; and

WHEREAS, after due deliberation, the Port Board, acting as the Local Contract Review Board, hereby adopts the findings in support of direct award of a contract for ongoing lift span inspection services and certain on-call related engineering services, as set forth in Exhibit A.

NOW, THEREFORE, THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Exemption Approval. The Board of Commissioners hereby adopts findings supporting an exemption for a Master Services Agreement to provide electrical and mechanical engineering services, declares such an exemption, and authorizes a direct award of this contract to WJE. The findings are attached to this resolution as Exhibit A.

Section 2. Effective Date. This resolution is and shall be effective from and after the date that it is adopted.

Adopted by the Board of Commissioners of the Port of Hood River on this 9<sup>th</sup> day of April 2024.

SIGNED:

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Kristi Chapman, President

ATTEST:

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Michael Fox, Secretary

Findings in Support of Direct Award of an Ongoing Lift Span Inspection Services and Certain On-Call Related Engineering Services

**Resolution No. 2023-24-15, Exhibit A**

Oregon Law generally requires contracting agencies to award contracts for engineering services via a formal, qualification-based selection process. However, in certain cases, an agency may exempt a contract from this process where its local contract review board (“LCRB”) finds that:

- (a) An exemption is unlikely to encourage favoritism in awarding engineering contracts or substantially diminish competition for engineering contracts; and
- (b) Awarding an engineering contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency.

The Board of Commissioners serves as the LCRB for the Port of Hood River (“Port”). Port staff worked with legal counsel to draft this document, which the Board may adopt to exempt a contract for on-call lift span inspection engineering services and other related on-call engineering services from the formal qualifications-based selection process. If approved, staff intends to directly appoint this contract to Wiss, Janney, Elstner Associates, Inc., for the reasons provided below.

**Nature of the Project:**

Back in 2016 the lift span got wedged in place during a lift, after research Staff found SBE (Stanford Bandlow Engineering) which is now WJE (Wiss, Janney, Elstner Associates) to be on the top of bridge owners’ list. They helped the Port staff rehabilitate the mechanical and electrical and got the lift span back in place. Since then, WJE has added safeties in place that prevent the lift span from misalignment. WJE has a personal history with the condition and issues that the Port has experienced in the past and a long relationship with the Port.

**Public Notice and Public Hearing:**

As required by ORS 279C.335(5), the Port published notice for interested parties to request a public hearing to comment on these findings in the March 15, 2024 edition of the *Daily Journal of Commerce*. Nobody requested a hearing to make a public comment on these findings. Pursuant to OAR 137-049-0210(2), the LCRB exempts solicitation of the contract from the advertising requirement of ORS 279C.360.

**Additional Analysis:**

*The following discussion is offered in support of ORS 279C.335(2) to show the exemption will be unlikely to encourage favoritism and will likely yield cost savings and other benefits to the Port. Because the ORS 279C.335 exemption process applies to both design and construction procurement exemptions, not all considerations that are listed in the statute are directly applicable to this procurement. Accordingly, staff has only listed the applicable considerations from the full list found at ORS 279C.335(2)(b).*

1. Availability of Potential Proposers

If these findings are approved, the Port will directly award this contract to Wiss, Janney, Elstner Associates, Inc. The Port has reached out to the other few companies that perform this work with little interest. With the hands-on experience that WJE has with our bridge it takes all the guess work out of diagnoses due to past issues which saves time and money. If the contract goes to another company the Port would spend

more than double the time to learn what WJE already knows and has documented. WJE was involved in the engineering of the mechanical and electrical safeties that have been installed.

## 2. Budget

WJE can solve issues that other companies would have to sub out, allowing the Port to schedule multiple projects at the same time with WJE cutting down on travel expenses. WJE also works with our other engineering teams to establish a capital improvement plan that helps the Port prioritize budgets for major repair. Having the same team is beneficial in the way of no time spent on learning the systems just to move forward, WJE put the system together.

## 3. Public Benefits of Exemption

The public benefits from keeping with the same company in multiple ways, for example less down time trying to figure out the issue because known history with lift span. WJE has a great working relationship and is under contract with Panatrol who can remote log in and control our electrical systems and get the lift span lowered in an emergency. Other companies do not have that relationship or historical knowledge of known lift span issues. The Hood River/White Salmon Bridge is a vital passage from Oregon to Washington, any disturbance in traffic flow cost the community either by employees not getting to work or families traveling to use amenities of each town.

## 4. Cost and Availability of Specialized Expertise.

For the Port to start with a new engineering team would have a huge up-front cost for new team to learn what WJE has already figured out. The number of contractors in this field that can offer all the same services as WJE is very small if any. The Port has paid for the learning curve with WJE to learn all the problem areas and weak points of the lift span, it is not in the best interest of public funds to start over with a new contractor to re-learn.

## 5. Funding Sources

The source of funding comes from the tolls collected which is used for maintenance and repairs on the bridge, this direct appointment has no barring on funds as they are directly tied to bridge functions.

## 6. Expertise of Staff and Consultants

Port staff and legal counsel have the necessary expertise to solicit, negotiate, administer, and enforce the terms of the contract. A direct appointment would also be administratively simpler for Port staff than the more formal qualifications-based selection process.

## ***End of Findings***

# Commission Memo



Prepared by: Ryan Klapprich  
Date: April 9, 2024  
Re: WJE MSA & Work Order #1

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The attached Master Services Agreement with Wiss, Janney, Elstner Associates Inc. covers electrical and mechanical engineering services related to the lift span of the Hood River Bridge. Work Order 1 includes three projects. This MSA is good for the remainder of lift span operation.

## 1. **WO #1-A: Mechanical and Electrical Systems Inspection**

- Objective: To inspect the mechanical and electrical systems controlling the lift span functions.
- Tasks: Checking bearings, gearbox fluids with analysis, safety devices, traffic control, and gear wear.
- Assessment: Engineers will evaluate the Port's maintenance practices during the inspection.
- Duration: 3 days for mechanical and 2 days for electrical.

## 2. **WO #1-B: Live Load Shoe Adjustments**

- Objective: To address lift span seating issues by adjusting live load shoes.
- Tasks: Distributing traffic load evenly across all supports under the lift span to prevent machinery cycling.
- Duration: Initially scheduled for 2 days, but may be extended depending on conditions found. Extra days are accounted for in the total cost.

## 3. **WO #1-C: Mechanical Machinery Failure Risk Analysis**

- Objective: To reduce stress on equipment during emergency stop situations.
- Tasks: Changing braking resistance on drive motors and possibly making program changes.
- Context: Previously identified in the Risk Assessment and considered a near-term priority.
- Duration: Scheduled for up to two days, to be completed concurrently with WO #1-A and WO #1-B.

These projects are part of an 8-year Capital Improvement Plan (CIP) and are deemed important and cost-effective for ensuring the longevity and safety of the bridge's lift span operation. Completing these projects will provide valuable safety information for the bridge's maintenance and operation.

**RECOMMENDED ACTION:** MOTION to authorize the signing of a Master Services Agreement and Work Order Number #1 with Wiss, Janney, Elstner Associates, Inc. in an amount not to exceed \$115,000.

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## CONSTRUCTION-RELATED PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “Port”), and **Wiss, Janney, Elstner Associates, INC.**, (hereinafter referred to as “Consultant”).

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

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: **Master Services Agreement for Lift span mechanical and electrical services** (the “Project”).

**SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in Work Orders issued by the Port from time to time (the “Services”) and to the extent described in this Agreement. Work order No. One is attached hereto and incorporated herein and shall serve as a sample for future work orders. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port. The Port is under no obligation to issue any further Work Orders but may do so at its sole discretion.

2. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate five years later, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
3. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services and any project schedule identified in a Work Order shall be binding on the parties.
4. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in each individual Work Order. Each individual Work Order shall include a total not-to-exceed amount, as agreed to between the Parties, unless otherwise approved

in writing by the Port ("Compensation"). The total aggregate amount of all Work Orders under this Agreement shall not exceed \$25,000 Dollars, unless otherwise approved in writing by the Port. As provided within the Compensation of any Work Order, the Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Consultant will obtain written approval from Port prior to expenditure of any individual Reimbursable expense that exceeds \$500.00. Consultant will not exceed \$2,500.00 in total Reimbursable Expenses per any individual Work Order without prior written Port approval.

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

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation and Reimbursable Expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation, Reimbursable Expenses, or any stated project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

5. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.

**6. ERRORS IN WORK; EXTRA OR CHANGES IN WORK:** Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**7. REPRESENTATIONS:** The Consultant represents and covenants that:

- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
- b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
- c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
- d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

**8. CONSULTANT'S INSURANCE:**

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

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$2,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death,

or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.

- d. Prior to commencing any Services under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

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

- 9. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
- 10. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to

anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.

**11. ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

**12. SUBCONSULTANTS:**

- a. General. The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
- b. Sub-Consultant Commitments: All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
  - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
  - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
  - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
  - iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

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

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

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services

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

**13. TERMINATION NOT-FOR-CAUSE:**

**a. Termination for Cause.**

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

**b. Termination for Convenience.** In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.

**c. Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:

- i. Stop work on the Services as specified in the notice of termination;
- ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;

- iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
    - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
    - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
  
  - d. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
  
  - e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
  
  - f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
  
  - g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
- 14. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.
- 15. RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and

reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

16. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

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

17. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

- a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
- b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies



with the Law.

- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

**18. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL:** The Port hereby designates Kevin Greenwood, Executive Director and the Consultant hereby designates \_\_\_\_\_, [Title] as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties (collectively, the "Key Personnel"). In consultation with the Port, the Consultant shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Consultant and not on legally required leave, without the Port's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Consultant acknowledges that the Port considers the individuals named as Key Personnel critical to the Consultant providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Consultant unless such individuals have been approved by the Port in writing.

**19. PUBLIC CONTRACTING REQUIREMENTS**

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 10 hours in any one day or 40 hours in any one week, and for all work performed on a Saturday or any legal holiday, or for all work performed on any other holiday specified in a collective bargaining agreement. (ORS 279B.235)
- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Hours of Labor. Consultant shall pay employees for overtime work performed under the

terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

- g. Medical Care for Employees.** Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- h. Non-Discrimination.** Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- i. Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws.** Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance.** Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

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

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

3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

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

- 20. NOTICE:** All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When

notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

- 21. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.
- 22. INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- 23. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- 24. NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 25. LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may

not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Consultant:** \_\_\_\_\_

**Port of Hood River**

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Signed: \_\_\_\_\_

Name:

Title:

Date:

Address:

Phone/Email:

Kevin M. Greenwood

Executive Director

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

(541) 386-1645

[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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April 1, 2024

Ryan Klapprich  
Facilities Manager  
Port of Hood River

## Hood River Vertical Lift Bridge

Hood River, Oregon  
Mechanical and Electrical Inspection

Work Order No.1 A

Dear Ryan:

Wiss, Janney, Elstner Associates, Inc. will provide engineering services in accordance with our Master Services Agreement with the Port of Hood River as required to perform a mechanical and electrical inspection of the Hood River vertical lift bridge including all operating machinery, electrical power and controls systems, communications systems, and traffic control equipment.

Our services along with assistance that is required of the Port's maintenance staff to complete the work is detailed below.

### Mechanical and Electrical Inspection

The mechanical and electrical inspection will include all mechanical and electrical systems on the bridge. The inspection will include the following:

- Operational testing
- Visual hands on inspection of the entire mechanical and electrical installation to the extent permitted without using special access techniques
- Measurement of accessible wearing mechanical components including:
  - Bearings
  - Gears
- Clearance measurements at span locks, live load supports, interior supports, span guides and counterweight guides
- Verification of oil levels as applicable
- Collection of oil samples for testing to determine the presence of wear metals, contaminants and water
- Assessment of mechanical and electrical maintenance practices
- Interlock testing to verify that the machinery cannot be operated out of sequence
- Measurement of electrical parameters during operation of span drive and span lock motors
- Insulation resistance testing for motors and feeder cables
- Inspection of the utility service to the bridge

- Inspection of marine communication systems
- Inspection of traffic control equipment
- Verification of the bridge skew control system
- Inspection of all field feedback devices

We may require limited assistance from Port maintenance will be required to remove representative rack pinion and trunnion bearing caps, clean gear teeth and remove small covers to gain access to mechanical and electrical equipment.

A comprehensive report will be provided to include the scope of work, description of the bridge operating and control systems, observations and findings, tabulated data, photographs of conditions of interest, conclusions and recommendations as required to keep the bridge operating safely and reliably.

Our cost estimate for these services is attached. Note that the cost for strain gage testing is based on conducting the testing at the time of the inspection. If the testing is performed separate from the inspection, additional mobilization costs will be applied.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Paul M. Bandlow  
Principal and Unit Manager

C: Kevin Greenwood

IF ACCEPTED, PLEASE SIGN TO BEGIN WORK

---

Kevin M. Greenwood, Executive Director





Name: **Hood River Bridge - Mechanical and Electrical Inspection**

Level:	Senior Principal	Principal	Associate Principal	Senior Associate	Associate III	Associate II	Associate I	Senior Specialist	Specialist	Senior Technician	Technician II	Technician I	Task Hours	Task Time Cost	Rounded Task Time Cost	Task Expenses	Task Budget
Tasks	Rate: \$ 400.00	\$ 330.00	\$ 280.00	\$ 250.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 180.00	\$ 160.00	\$ 140.00	\$ 120.00	\$ 100.00					
<b>1 Mechanical and Electrical Inspection</b>																	
Mobilization		20	20			40											
Field Work		24	16			40										\$ 5,427.00	
Report		28	20			88											
Task Hours	0	72	56	0	0	168	0	0	0	0	0	0	296				
Task Cost	\$ -	\$23,760.00	\$15,680.00	\$ -	\$ -	\$31,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,360.00			\$ 5,427.00	\$ 76,787.00
																<b>Grand Total</b>	<b>\$ 76,787.00</b>

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Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

**1. Independent Contractor.** WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

**2. Performance.** The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

**3. Client Duties.** In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

**4. Safety.** Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

**5. Compensation and Expenses.** Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

**6. Termination.** Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

**7. Reports, Drawings, and Work Product.** WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

**8. Environmental Hazards.** Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

**9. Dispute Resolution.** Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

**10. Successors and Assigns.** These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

**11. Insurance.** WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

**12. Indemnity.** To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

**13. Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

**14. Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

**15. Laboratory or Material Testing Services.** Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

**16. Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

**17. Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



April 1, 2024

Ryan Klapprich  
Facilities Manager  
Port of Hood River

Work Order No. 1 B

## Live Load Shoe Adjustments

Dear Ryan:

As you know, the live load and intermediate supports on the vertical lift span of the Hood River Bridge need adjustment. It has been a while since we last looked at the supports however, we will be able to evaluate the condition of the supports when we do our inspection later this year.

In accordance with our Master Services Agreement with the Port of Hood River, WJE proposes to assist the Port with the required adjustments either at the time of the inspection or at a later date if this works better for the Port.

This proposal is based on being able to make shim adjustments and not having to replace or rehabilitate the supports. Since we do not know how long it will take to complete the adjustments, we have broken our costs down into three parts as follows:

- Office Engineering 16 hours – \$4,680
- Mobilization including reimbursable expenses – 16 hours – \$6,686 (not required if done at the same time as the inspection)
- Daily rate while on site including reimbursable expenses – \$2,571
- **Total including 3 days on-site – \$19,079**

The above costs are separate from the inspection cost but are dependent on information that we collect during the inspection. Therefore, this proposal is not a standalone proposal.

Cost estimate details are attached.



Thank you for this opportunity to provide engineering services to the Port of Hood River.

If you have any questions, please contact me.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'PMB', written over a light blue horizontal line.

Paul M. Bandlow  
Principal and Unit Manager

C: Kevin Greenwood

IF ACCEPTED, PLEASE SIGN TO BEGIN WORK

---

Kevin M. Greenwood, Executive Director



Name: Hood River Bridge - Live Load Support Adjustments																	
Level:	Senior Principal	Principal	Associate Principal	Senior Associate	Associate III	Associate II	Associate I	Senior Specialist	Specialist	Senior Technician	Technician II	Technician I	Task Hours	Task Time Cost	Task Expenses	Task Budget	
Tasks	Rate: \$	400.00	\$ 330.00	\$ 280.00	\$ 250.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 180.00	\$ 160.00	\$ 140.00	\$ 120.00	\$ 100.00				
<b>1 Office Work</b>																	
Engineering			4	12													
Task Hours	0	4	12	0	0	0	0	0	0	0	0	0	16				
Task Cost	\$ -	\$ 1,320.00	\$ 3,360.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,680.00	\$ -	\$ 4,680.00	
<b>2 Mobilization</b>																	
Preparation			4														
Travel			16												\$ 1,086.00		
Task Hours	0	0	20	0	0	0	0	0	0	0	0	0	20				
Task Cost	\$ -	\$ -	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00	\$ 1,086.00	\$ 6,686.00	
<b># Daily Rate</b>																	
Site Work			8												\$ 311.00		
Task Hours	0	0	8	0	0	0	0	0	0	0	0	0	8				
Task Cost	\$ -	\$ -	\$ 2,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,240.00	\$ 331.00	\$ 2,571.00	
															<b>Grand Total</b>		<b>\$ 13,937.00</b>

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Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

**1. Independent Contractor.** WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

**2. Performance.** The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

**3. Client Duties.** In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

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**13. Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

**14. Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

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**16. Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

**17. Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



April 1, 2024

Ryan Klapprich  
Facilities Manager  
Port of Hood River

## **Hood River Vertical Lift Bridge**

Hood River, Oregon  
Machinery Failure Risk Analysis

Work Order No.1 C

Dear Ryan:

Wiss, Janney, Elstner Associates, Inc. will provide engineering services in accordance with our Master Services Agreement with the Port of Hood River as required to perform a Mechanical Machinery Failure Risk Analysis. This work is required because only portions of previously recommended work have been implemented to date and it appears unlikely that the Port will ever implement the recommended changes due to the potential for the lift bridge to be removed in the next several years.

This work includes review of prior machinery analyses and development of a method to reduce operating loads in the event of an emergency stop situation.

We currently believe this to be a straightforward repair item that Port maintenance staff can complete with WJE support.

This item was previously identified as part of the Hood River risk assessment plan and should be completed in the near term.

Our services along with assistance that is required of the Port's maintenance staff to complete the work is detailed below.

- Review of prior analyses to determine machinery loads.
- Development of plan to reduce risk.
- Assist Port with implementation of required repair including up to 2 days on site.



Our cost estimate for these services is attached.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'PMB', written over a horizontal line.

Paul M. Bandlow  
Principal and Unit Manager

C: Kevin Greenwood

IF ACCEPTED, PLEASE SIGN TO BEGIN WORK

---

Kevin M. Greenwood, Executive Director



Name: <b>Hood River Bridge - Reduce Machinery Failure Risk</b>																
Level:	Senior Principal	Principal	Associate Principal	Senior Associate	Associate III	Associate II	Associate I	Senior Specialist	Specialist	Senior Technician	Technician II	Technician I	Task Hours	Task Time Cost	Task Expenses	Task Budget
Tasks	Rate:	\$ 400.00	\$ 330.00	\$ 280.00	\$ 250.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 180.00	\$ 160.00	\$ 140.00	\$ 120.00	\$ 100.00			
<b>1 Reduce Machinery Failure Risk</b>																
Analysis			4	12												
Develop Corrective Action Plan			8	4		8										
Field Support				32												\$ 2,350.00
Task Hours	0	12	48	0	0	8	0	0	0	0	0	0	68			\$ 2,350.00
Task Cost	\$ -	\$ 3,960.00	\$13,440.00	\$ -	\$ -	\$ 1,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,920.00	\$ 2,350.00	\$ 21,270.00
															<b>Grand Total</b>	<b>\$ 21,270.00</b>

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Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

**1. Independent Contractor.** WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

**2. Performance.** The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

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**8. Environmental Hazards.** Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

**9. Dispute Resolution.** Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

**10. Successors and Assigns.** These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

**11. Insurance.** WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

**12. Indemnity.** To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

**13. Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

**14. Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

**15. Laboratory or Material Testing Services.** Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

**16. Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

**17. Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.





Prepared by: Debbie Smith-Wagar  
Date: April 9, 2024  
Re: P Square LLC, Task Order 10

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P Square provides our tolling back-office system. Since 2015, that software has resided on a network server located at the Port administrative office. A year or so ago P Square began updating their software with the intent of moving it to the cloud, an upgrade that should make the software easier to maintain and use. When we were preparing the annual budget for this fiscal year we did include the cost of this migration in our annual budget.

The Port has been very successful in the development of our tolling system with P Square. The system we have in place today allows the Port to toll electronically, classify vehicles, bill customers with a license plate who do pay and run-through our facility, and has allowed for the pilot project of going to all electronic tolling (AET) from 10:00 p.m. to 6:00 a.m. Some of this maintenance cost is picked up by the Port of Cascade Locks fee that is charged to them.

**Recommendation:** Approve Task Order 10 with P Square, which has a not-to-exceed cost of \$175,000 for migrating to the cloud.

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**TASK ORDER 10**  
**SCOPE OF SERVICES**  
**for**  
**ELECTRONIC TOLLING SYSTEMS SUPPORT AND MAINTENANCE**

April 9, 2024

\*\*\*NOTE: EACH TASK ORDER SHOULD BE SPECIFICALLY TAILORED TO INCLUDE ANY ADDITIONAL INFORMATION, TERMS AND CONDITIONS WHICH APPLY TO A PARTICULAR PROJECT, BUT WHICH DO NOT APPLY TO ALL OF THE OTHER PROJECTS TO BE PERFORMED UNDER THE MULTIPLE PROJECT AGREEMENT. THE "TASK ORDER NUMBER", "PROJECT NAME" AND "PROJECT DESCRIPTION" WILL PROBABLY BE INCLUDED IN EACH TASK ORDER. THE REMAINING "PARTS" SHOULD BE DELETED FROM THE TASK ORDER UNLESS THEY ARE NEEDED TO STATE INFORMATION, TERMS OR CONDITIONS WHICH DIFFER FROM THOSE CONTAINED IN THE MULTIPLE PROJECT AGREEMENT. \*\*\*

This Task Order No. 10 pertains to a **Personal Services Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and P Square Solutions LLC ("**Consultant**"), dated April 9, 2024 ("the Agreement"). Consultant shall perform Services on the project described below as provided herein as the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

**PART 1.0 PROJECT DESCRIPTION & PURPOSE**

The Port has a Contract with P-Square Solutions to maintain the Hood River Bridge (HBR) toll collection system since 2015. Over the course of time, several enhancements have been made to the Tolling Applications and the Lane Systems. Till date, P-Square, with its Lane Subcontractor, TDS maintain the Lane System and the Back-Office Systems.

The Back-Office Systems implemented for the Port include the following components that have been in operations since 2017 and have evolved with the addition of In-Lane Card Payments, Lane Enforcement Cameras, collecting BreezeBy Tolls for the Bride of the Gods, Plate Based Tolling, Invoice Processing, Collections and DMV Escalation.

- Operational Back Office (OBO) System (ETBOS ETH)
- Commercial Back-Office (CBO) System (ETBOS ECS)
- Image Review System (ETBOS – EIR)
- Reporting Solution (ETBOS ERS).

This contract will provide professional services support for the new system and related enhancements that will be beneficial for future development efforts. This agreement relates to the system application support that is warranted and continues to be an ongoing benefit to the Port. This agreement gives the Port continued access to specialized expertise for quality control over the project management, business rules development and support of our major system application.

This task order focuses on two items.

- A. ETBOS Version 3.0 Software Upgrade
- B. AWS (Amazon Web Services) Cloud Migration

## **PART 2.0 SCOPE OF SERVICES**

### **Task A: ETBOS Upgrade to Incorporate Latest Technologies and Migrate to the AWS Cloud**

**BACKGROUND:** To keep up to date with technology and to align with security policies, to be compliant with data and protect data from vulnerabilities we are updating POHR ETBOS to the latest technology stack.

#### **CHANGE SUMMARY:**

POHR ETBOS is going through a technology stack upgrade along with AWS cloud migration. This change will address some of the Issues Identified in the past and protect from security breaches in AWS cloud environment.

#### **SCOPE OF WORK:**

##### **A. ETBOS Version 3.0 Software Upgrade**

ETBOS was deployed at Port of Hood River in 2017 and has evolved to add additional features like violation processing, Collections, DMV Hold, etc. Over the last one year, P-Square undertook a massive six R&D Effort to upgrade all the ETBOS Application to the latest versions. This is the right time for Port to upgrade to ETBOS Version 3.0 and move the hosting from On-Prem Data Center to the Cloud. A listing of various objectives for the Port to switch to ETBOS Version 3.0 in the AWS (Amazon Web Services) Cloud are as follows.

##### **• Software COTS (Commercially Off the Shelf Technologies) Upgrade**

ETBOS uses several open source and paid COTS components. While P-Square has kept up with the minor versions of the COTS updates during the course of the maintenance performing monthly patches, many of the COTS components have evolved to include major version updates which has left the ETBOS behind. Some of the COTS upgrades involved architectural changes, and hence keeping up with the COTS change during normal course of business is not possible because of the extensive effort to upgrade, rewrite impacted ETBOS source code, and thoroughly test the software while ensuring that it is compatible with the older hardware. ETBOS Version 3.0 catches up with the COTS upgrade and has gone through rigorous automated and manual regression testing by the P-Square's QA Team. The list of components that were upgraded as part of this R&D effort by P-Square include the following.

- Database - EnterpriseDB PostgreSQL Version 10 to AWS RDS PostgreSQL Version 15
- User Interface - Angular 1.2 to Angular 15 (User Interface)
- Middleware - Java 8 to Java 17 version
- Web Server - Tomcat 9 to Tomcat 10+
- Message broker - ActiveMQ Version 5.16 to Version 6.0.1
- High Performance in-memory database - Redis Version 5.0.4 to Version 7.2.4
- Virtualization Platform Operating System - Redhat Linux to AWS Linux

##### **• Port Data Center Move**

P-Square's ETBOS Version 3.0 is **cloud-ready** as a result of the R&D effort by the P-Square Team to upgrade all the underlying COTS components and ensure that it meets the cloud architecture and security requirements eliminating hardware dependence and ensuring availability of a lower RPO (Recovery Point

Objective) and RTO (Recovery Time Objective) objectives. Additional consideration for ETBOS 3.0 Upgrade that benefits the Port include the following.

1. The Legacy Hardware that is supporting the POHR Tolling Application was installed in 2017, and upgraded with additional storage, etc., before 2020, the hardware (Servers, Storage, Network Switches, and Firewalls) has reached its useful end-of-life/end-of-sale. Manufacturer support is no longer available, and it expires by June 2024. While hardware support is available through third-party vendors, they are often expensive, and limited.
2. The Data Center where ETBOS is currently implemented will need to be moved because of the Bridge Replacement Project in the next two (2) years. A cloud solution will ensure that the Port's operations is not impacted when the current Port Office Space is replaced due to the Bridge Replacement Project
3. Disaster Recovery capability for current ETBOS is weak. Currently, backups are saved in the Cloud (off-site), but in the event the current Data Center experiences a fire, or other similar disaster, the process of ETBOS recovery may take months (because of the time it takes to procure new hardware and find a new location).
4. P-Square has also invested in automating the cloud infrastructure build-out using terraform scripts that will allow P-Square to recover the Port's ETBOS System within 48-hours in the event the AWS Zone experiences a major outage. The Cloud

- **Security Enhancements**

Resolution of several Security identified during Internal Penetration Test Scans due to COTS obsolescence.

1. Several Commercial Off-The-Shelf (COTS) Software Upgrades are necessary to meet modern security standards and avoid technology obsolescence.
2. Resolution of several security issues identified during the penetration testing due to technological obsolescence and enhancing the overall security of intra-process communications using modern OAUTH2.0 type of secured communications between subsystems and processes.

- **User Interface Uplift**

P-Square's ETBOS 3.0 upgrades involve several upgrades based on the latest tolling industry requirements. Some of the ETBOS enhancements that the Port will get include the following:

1. Modern application authentication using OAUTH 2.0 enabled by integration with Key Cloak, an open-source Identity integration software. Key Cloak integrates with existing authentication server Active Directory Server, as well as with external SAML Authentication Sources. The Port uses Azure AD a SAML compliant identity services. Currently Port staff use two separate credentials to access the POHR Office Servers and ETBOS. This integration allows POHR users to use their office credentials to login to ETBOS Applications.
2. A major enhancement in ETBOS Application User Interface for an improved experience by the Customer Service Agents.
3. Additional ETBOS features that will become available to the Port staff:
  - Enhanced Case Management Module (Dashboards, ability to scan documents to record customer disputes, and resolve them).
  - Enhanced Account Activity Features (better visibility and understandability) that will help the Port staff to review historic activity and customer notes and respond to new inquiries more easily than before.

- Powerful data grid implementation to view all the search lists (Transaction Data, Financial Data, Invoice Data) with customizable color coding to improve understanding by the user of critical fields.

## **B. AWS (Amazon Web Services) Cloud Migration Services**

As part of the Cloud Migration, Transition Service, P-Square will develop a detailed transition plan to ensure a successful test as described below. The Cloud Migration effort will involve the following activities performed by P-Square which started in October 2023 in a shadow cloud environment to validate ETBOS 3.0. The efforts and tasks described are specific to the Port Cloud Migration Project to ensure a successful cloud migration.

- Automated Deployment Scripts
  - Cloud Infrastructure Deployment using Terra Form Scripts (for Prod and Staging Environments)
  - Cloud Network Setup for the new Website and Internal ETBOS Application using AWS Web Application Firewall (WAF)
  - Ansible Scripts to complete the AWS Server Configuration
  - CI/CD pipelines for ETBOS Application Deployment and Database Deployment using Jenkins to minimize human intervention.
  - VPN Connectivity for remote users.
  - POHR and POCL Staff who login from their office workstations will not need VPN to the application. They can access the applications using a new URL that will be provided for the application servers. A Point-to-Point VPN Tunnel will be built
- TRANSITION PLAN
  - Data Transition Plan (Transition of the Databases from the On-Prem Database) to the Cloud Environment. One-Time Database scripts will be executed to transition to the On-Prem Database to make it compatible for the ETBOS 3.0 Version.
  - File Transition Plan – Transition of all Image Data, Transaction Data, Statements, etc. that are stored on the POHR File Server (and not in the Database).
  - User Transition Plan – To ensure all current POHR and POCL users are transitioned to Cloud.
- C. TRAINING
  - P-Square will conduct orientation/training for the POHR/POCL Staff on how to access the new Cloud Application at least 3-weeks before the cut-over.
  - While the ETBOS 3.0 ECS (Customer Service Application) has a new look and feel and has several user-friendly enhancements. The goal would be for the users to be able to login and perform certain common functions in the Cloud Staging Environment.
- D. PRE-PRODUCTION TESTING
  - CLOUD SETUP AND DATA/FILES/USER TRANSITION TEST - P-Square will perform at least two end-to-end trial transition of the On-Prem Applications to the Cloud
  - LANE INTERFACE TEST - P-Square will perform a 1-hour test to allow production lane (one from POHR and one from POCL) to directly send transactions to the AWS Cloud ETH MQ Server to ensure that production servers.
  - EXTERNAL INTERFACE TEST - Validation of all the critical payments and third-party interfaces (Payment Gateway, DMV Lookup, DMV Hold, Collections, Smarty Street, Twilio).
  - Develop a Comprehensive Checklist to ensure end-to-end testing in the cloud.
- E. PRODUCTION READINESS TEST
  - Finally, P-Square will perform a Production Environment Validation before Cut-Over and a Checklist will be used to validate the Production Readiness.
- F. CUT-OVER

- After Successful completion of the Pre-Production Test, and the Production Readiness Test, P-Square will coordinate a weekend Cut-Over Activity with the Port and POCL when the following things will occur.
  - i. A 24-Hour Downtime of the Webserver/Mobile Application
  - ii. Execute Transition of the System to the Production System in AWS Cloud
  - iii. Shutdown the Legacy System and the Databases
  - iv. Update all DNS Entries
  - v. Perform a full Quality Assurance Test in the Cloud initiating each interface sequentially and ensuring that are functioning as expected using a Check List
  - vi. Coordinate with the Port/POCL and keep them informed about progress.
  - vii. Ensure all Port/POCL users can access the applications.
  - viii. Ensure Port BreezeBy customers can continue to use the Website and Mobile Application to manage their accounts.
  - ix. Resolve any issues that may come up in a timely manner with hyper-care with a pool of onshore and offshore resources available on a 24X7 basis.
- Open the System for Public Access to the Website, Mobile Application, and open all interfaces and monitor for at least eight weeks to ensure all processes are working as expected.

**DELIVERABLES:**

Below are the AWS services that will be used in building AWS Cloud Platform for POHR ETBOS.

Amazon CloudWatch
Amazon EC2
Amazon Elastic File System (EFS)
Amazon Elastic IP
Amazon GuardDuty
Amazon RDS for PostgreSQL
Amazon Route 53
Application Load Balancer
AWS CloudTrail
AWS Data Transfer
AWS Network Firewall
AWS Web Application Firewall (WAF)
Data Transfer
EBS
EFS
Network Load Balancer
RDS
S3 Standard - Infrequent Access
SFTP
VPN Connection
Network Address Translation (NAT) Gateway
Amazon Inspector

Amazon Detective
AWS Security Hub

**ASSUMPTIONS:**

Port understands that because of the move to the Cloud many of the software licenses and cloud backup services used by the Port will no longer need to be renewed. Some of those COTS Software components include the following:

1. Dell Vertex Hardware Support Renewal (End of Life/End of Sale)
2. VMWare VCenter Software Licenses
3. Redhat Linux License

In addition to that there will be new monthly costs for the AWS Cloud Costs that are estimated to be in the range of \$6K-\$8K per month. These cloud costs will be paid for by P-Square and will be a pass-through expense to the Port.

The local firewall (SonicWALL) installed at the port will be replaced after the cloud migration and is not included in this Task Order. P-Square can coordinate with Radcomp to perform this upgrade in future.

After the completion of the AWS Cut-Over, P-Square will execute an External Penetration Testing to ensure that the vulnerabilities identified in the last scan are resolved.

**PART 3.0 PORT’S RESPONSIBILITIES:**

Port Staff will participate in the Training provided by P-Square for the ETBOS 3.0 Application and will approve the Cut-Over Dates before the Cloud Migration Cut-Over is formally executed.

**PART 4.0 PERIODS OF SERVICE:**

<b>Deliverable</b>	<b>Date</b>
ETBOS Cloud Setup & ETBOS 3.0 Setup & Delivery	Oct 1, 2023 - Mar 25, 2024
ETBOS Testing & Bug Fixes	Mar 25 – Apr 22, 2024
ETBOS Training for POHR/POCL Staff	Apr 22 – 26, 2024
Production Readiness Test	Apr 29 – May 3, 2024
Cut Over (Weekend)	May 17 – 19, 2024

**PART 5.0 PAYMENTS TO CONSULTANT:**

The total professional service fees and one-time license fee for the ETBOS Version 3.0 for this Task Order No. 10 shall be a not-to-exceed amount of \$175,000. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost, although no Travel is expected for these tasks included in Task Order 10. These costs are not part of the not-to-exceed amount of this Task order project.



<b>TASK ORDER#10</b>	<b>FY 2023-2024</b>
A. ETBOS Version 3.0 Software Upgrade (One-Time Fee)	<b>\$100,000.00</b>
B. Cloud Setup, Transition Planning, Testing, Production Readiness, Cut Over to the new AWS Cloud System	<b>\$75,000.00</b>
<b>Task Order Total Fiscal Year 2024</b>	<b>\$175,000.00</b>

**PART 6.0 OTHER:**

None

This Task Order is executed this 9th day of March, 2024.

PORT OF HOOD RIVER  
 "Port"  
 BY: \_\_\_\_\_  
 NAME: Kevin Greenwood  
 TITLE: Executive Director  
 ADDRESS: 1000 E. Port Marina Drive  
Hood River, OR 97031

P SQUARE SOLUTIONS LLC.  
 "Consultant"  
 BY: \_\_\_\_\_  
 NAME: Reddy Patlolla  
 TITLE: President  
 ADDRESS: 307 Fellowship Road,  
Suite 104  
Mount Laurel, NJ 08054

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Prepared by: Debbie Smith-Wagar  
Date: April 9, 2024  
Re: Accounts Payable Requiring Commission Approval

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<b>Beery, Elsner &amp; Hammond, LLP</b>	<b>\$6,112.99</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$6,112.99</b>
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**Beery, Elsner & Hammond, LLP**

**1804 NE 45th Ave  
Portland, OR 97213-1416  
(503) 226-7191  
Tax ID #93-1234801**

March 1, 2024

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

Our File: PORTHR

SUMMARY OF ACCOUNT

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NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments &amp; Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
GENERAL-General	0.00	0.00	2,446.00	2,446.00
REALPROP-Real Property Transactions	0.00	0.00	3,666.99	3,666.99
<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>6,112.99</b>	<b>6,112.99</b>

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LEGAL FEES (per the attached itemization): \$ 6,093.50

DISBURSEMENTS (per the attached itemization): \$ 19.49

Balance (current bill) \$ 6,112.99

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Previous Balance Due \$ 0.00

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Total Payments and Credits \$ 0.00

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**TOTAL BALANCE DUE \$ 6,112.99**

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Prepared by: Daryl Stafford  
Date: April 9, 2024  
Re: 2023 Waterfront Report

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The attached 2023 Annual Waterfront Report provides the Commission with an overview summary of the usage, site improvements, events, activities, and notable mentions regarding things that affect Port-owned areas of the Waterfront. Also included in the report is information on the Marina, Event Site parking receipts, and waterfront Recreation revenue and expenditures.

This report is being generated for informational purposes only and is not intended to be relied upon as a final account.

**RECOMMENDATION:** Informational.

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# PORT OF HOOD RIVER 2023 WATERFRONT RECREATION REPORT

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*Prepared by Daryl Stafford, Waterfront Manager*

*The purpose of this report is to highlight Port waterfront operations and recreational activity on the Hood River waterfront. This narrative is for informational purposes only and is not intended to be relied upon as a final account.*

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One of the most significant milestones for the Port of Hood River took place in March 2023 when the Port Commission made the landmark decision to relinquish the new bridge ownership and replacement effort to a recently formed government entity called the Hood River-White Salmon Bridge Authority. This proposed resolution (due to get finalized in early 2024) impacts waterfront recreation and park operations in consequence of the fact that the Port has always relied upon subsidies from bridge toll revenue as a mechanism to support deficits for the waterfront recreation cost center. The costs of operating, maintaining and repairing the old bridge are increasing faster than the tolls can keep up. The Port needs to retain the bridge tolls to take care of the existing bridge until the new bridge is open in 2029.

To put this in context, the Port of Hood River began waterfront development in the 1950's with working capital from bridge toll revenue which allowed the organization to acquire land, fill submerged properties, and eventually develop the area. **The Port created the waterfront.** Today, much of this area is still owned by the Port and dedicated for park space and waterfront recreation. Subsidies from bridge toll revenue has historically been used to support park development, maintenance, and operations. The Port owns approximately 24,000 feet or 5 miles of shoreline along the waterfront, considerably more than in downtown Portland. Within the Marina itself, including the Hood River and back around to the bridge there is over 8,000 feet of shoreline. Most would say this property is the town of Hood River's greatest asset.

Port staff and the Commission reflect upon the Port's mission and values when making decisions. "Promoting and maintaining the economy" has typically been the foundation for directives, as the Port is a

revenue based agency. Over the past decade, “strong quality of life” has taken equal value as the increase in recreational use and public desire for beach access has skyrocketed. This has put greater demands on the Port for upkeep and maintenance of the parks causing the Port to take on responsibilities that would typically look like a Parks and Recreation District with a different mission to fulfill. Parks are typically funded by tax revenue which the Port receives very little of. At the Port Fall Planning meeting the Commission discussed updating the mission and vision statements to better reflect the Port of today; new ideas are under consideration.

This transformation of the Port’s waterfront holdings from what was originally natural resource operations (lumber and fruit); to light industrial; then to tourism and recreational use; has given Hood River a more welcoming atmosphere, in turn that has caused tourism to flourish. This shift has prioritized focus for Port staff and the Commission towards revenue generation and management efficiencies to support waterfront recreation and park sustainability. New development opportunities are under consideration along with evaluations of cost center fee structures to counterbalance deficits for the parks.

2022 waterfront directives to staff were to make sure that in 2023 the Port was charging fair market prices for the 3 main sources of revenue from the waterfront; *parking, events and concessions*.



Aerial view of Hood River, 1930. Courtesy Oregon Hist. Soc. Research Lib., OrHi85748

**Fall Planning:** During the Port’s 2023 annual Fall Planning session (the meeting when Commissioners express their desires for Port staff’s efforts for the upcoming year), the Commission continued with the understanding of following waterfront background themes:

1. The Waterfront Recreation Department continues to run in deficit.
2. Approach each cost center with the premise that there will no longer be bridge toll revenue to support it. Port initiatives should focus on projects that generate positive net income.
3. Keep and lease port-owned property. If a port-owned property is sold, proceeds should be used towards other asset generating and not operational costs.

The directives for staff that were established for the waterfront and Marina from this meeting were:

1. Develop Plans for waterfront parks and Marina sustainability such that each cost center supports itself.
2. Convene Waterfront Committee to develop ideas and proposals for additional access/parking on waterfront. Update parking policy/fees by adding a \$100 Marina boat ramp only parking pass.
3. Engage American Cruise Lines for future development of Marina Jetty for a commercial terminal.

**Waterfront Capitol Projects:** There were not any large waterfront recreation projects initiated in 2023 as part of the Commission directive from Fall Planning 2022 to reduce waterfront expenses. The Port facility department focused on maintenance and upkeep of the properties.

## PORT WATERFRONT PARKING



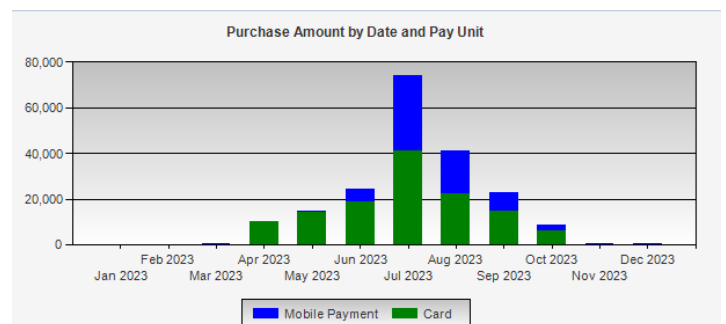
The pay-to-park areas are the primary source of revenue to support waterfront recreational properties. The Port has 8 locations along the waterfront that are pay-to-park zones: The Hook, W. Portway, Jensen W. Lot, Event Site Lot, E. Portway, 1<sup>st</sup> Street, Lot #1, Nichols Dock, DMV gravel lot, and the Marina Boat Ramp lot. There are three areas that are free to park: The Spit, the Marina Moorage, and the Marina Beach Park. Free waterfront parking areas present future opportunities for revenue for the Port.

In June of 2023, significant changes to the Port’s parking plan were rolled out in a very short period of time. The Port discontinued the use of kiosks for parking payment due to outdated equipment and switched to pay-by-text and use of the Flowbird App. By switching to the pay-by-text and eliminating kiosks there was a significant savings to the Port. The Hook was turned into pay-to-park only and the Marina boat ramp parking lot was added to the pay to park and season pass program. Both hourly and season pass fees were increased. The Event Site parking lot no longer had a full time attendant, only part time staff with limited hours, and daily parking is now only offered through the pay-to-park program eliminating day passes. These changes significantly reduced waterfront expenses and office staff time.

**2023 Total revenue for parking was \$325,255.**

2023 (January 1 – December 31) revenue for Waterfront Pay-by-Text parking totaled \$129,555 and the annual waterfront parking pass revenue was approximately \$195,700.

Parking Text-to-Pay Location	CC Trans Amount
Nichols Basin Total	\$ 563.60
Waterfront Street Parking Total	\$ 17,201.54
Event Site Total	\$ 12,667.75
Hook West Portway Total	\$ 5,093.43
Event Site Total	\$ 19,156.85
Hook Total	\$ 26,304.22
Jensen Total	\$ 10,611.22
Marina Total	\$ 12,400.40
Waterfront Street Parking Total	\$ 25,556.34
<b>Grand Total</b>	<b>\$ 129,555.35</b>



2023 Season Pass Sales					
# Passes Sold-Regular \$200		\$ Revenue	# Passes Sold-Overlength \$350		\$ Revenue
Jan-23	54	\$ 10,800	Jan-23	0	\$ -
Feb-23	51	\$ 10,200	Feb-23	2	\$ 700
Mar-23	73	\$ 14,600	Mar-23	2	\$ 700
Apr-23	181	\$ 36,200	Apr-23	6	\$ 2,100
May-23	257	\$ 51,400	May-23	9	\$ 3,150
Jun-23	197	\$ 39,400	Jun-23	10	\$ 3,500
Aug-23	75	\$ 15,000	Aug-23	5	\$ 1,750
Sep-23	26	\$ 5,200	Sep-23		\$ -
Oct-23	5	\$ 1,000	Oct-23		\$ -
Nov-23	0	\$ -	Nov-23		\$ -
Dec-23	0	\$ -	Dec-23		\$ -
		Total \$ 183,800			Total \$ 11,900
					<b>Total Pass Revenue \$ 195,700</b>

2023 Waterfront Parking Fee Schedule	Parking Fees
Event Site Day Pass regular sized vehicle 20' and under per day	\$15.00
Event Site Day Pass oversized vehicle over 20' per day	\$25.00
Event Site/Jensen West Season Pass regular sized vehicle 20' and under annual	\$200.00
Event Site Season Pass Oversize vehicles over 20' over annual	\$350.00
On street parking all zones non commercial vehicles- per hour	\$2.50
On street parking Commercial Zone 6 trucks only per day	\$30.00
Parking fine- overtime	\$20.00
Parking fine- non payment	\$50.00
Parking fine- parking in an unauthorized space	\$50.00
Parking fine- overnight (any time between 11PM and 6AM)	\$90.00
Parking fine- Trucks no pay or time expired Zone 6	\$50.00
Parking fine- Parking in Handicap, Fire Lane, or Other Prohibited Space	\$75.00
Parking Fine Payment Late Fee - overtime citation non-payment 30+/60+/90+/collections	\$20.00
Parking Fine Payment Late Fee - non-payment 30+/60+/90+/collections	\$20.00
Parking Fine Payment Late Fee - parking in an unauthorized space citation non-payment 30+/60+/90+/collections	\$20.00
Parking Fine Payment Late Fee - overnight citation non-payment 30+/60+/90+/collections	\$40.00
Parking Fine Payment Late Fee - Trucks no pay or time expired zone 6 citation non-payment 30+/60+	\$40.00
Parking Fine Payment Late Fee - Trucks no pay or time expired Zone 6 citation non-payment 90+/collections	\$80.00
Parking Fine Payment Late Fee - parking in handicap, fire lane, etc. citation non-payment 30+/60+/90+/collections	\$40.00

## WATERFRONT EVENTS



The Port added one new large waterfront event in 2023; Cider Fest, which took place in April and was a tremendous success! The weather was unusually warm for that time of year, so the turnout was far greater than expected. It became the second largest event right behind Harvest Fest.

The trend for waterfront events in 2023 was that the large events prospered and grew, while there were fewer small events (less than 100 people). There was interest shown from several promoters to add large events (over 100 people), however the demand was for June, July, and August which coincides with peak times for waterfront recreation. The Port sells unlimited parking passes so public expectations are for access rights for all days. Port staff encourages new events September – May, but those dates are not highly sought after due to potential weather conditions.

**2023 Event revenue totaled \$34,765, up \$9,940 (40%) from the year prior.** For comparison, 2022 event revenue was \$24,825 and 2021 was \$17,400.

2023 Waterfront Event Fee Schedule	Event Permit Fees
Picnic Shelter Up to 50 people exclusive use-per day <b>N/A in 2023</b>	\$ -
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use up to 50 people per day	\$ 200.00
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use 50-100 people per day	\$ 325.00
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use Over 100 people per day	\$ 800.00
Marina Green- not exclusive use up to 50 people per day	\$ 200.00
Marina Green- exclusive use 50-100 people per day	\$ 350.00
Marina Green- exclusive use over 100 people per day	\$ 800.00
Marina Green- exclusive use over 200 people per day	\$ 1,300.00
Event Site September - June- not exclusive use up to 50 people per day	\$ 200.00
Event Site July & August- not exclusive use up to 50 people per day	\$ 300.00
Event Site September - June- not exclusive use 50-100 people per day	\$ 375.00
Event Site July & August- not exclusive use 50-100 people per day	\$ 500.00
Event Site September - June- exclusive use of grass area over 100 people per day	\$ 1,500.00
Event Site July & August- exclusive use of grass area over 100 people per day	\$ 2,200.00
Event Site September - June- exclusive use of grass area & parking lot over 100 people per day	\$ 1,800.00
Event Site July & August- exclusive use of grass area & parking lot over 100 people per day	\$ 2,700.00
All locations Event Set-up and breakdown days nonexclusive use per day	\$ 300.00

## 2023 Waterfront Event Schedule

Start Date	End Date	Event Name	Location	Estimated # People	Event Cost
2/1/2023	2/1/2023	Pacific Northwest Search and Rescue	Lot #1	20	NA
3/25/2023	3/25/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
4/8/2023	4/8/2023	Gorge High School Sailing Team Regatta	Cruise Ship Dock	30	NA
4/22/2023	4/23/2023	24 Hour Paddle for Cancer Fundraiser	Nichols Basin- Frog Beach	26	\$ 100.00
4/22/2023	4/22/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
4/29/2023	4/29/2023	Ciderfest	Event Site	2500	\$ 2,400.00
4/30/2023	4/30/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
5/27/2023	5/27/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
5/28/2023	5/28/2023	CGW2 Gear Swap	Lot #1	300	\$ 450.00
5/28/2023	5/28/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
6/8/2023	6/8/2023	Global Sessions- Lawn Olympics	Marina Park	45	\$200
6/9/2023	6/10/2023	GoFoil Jeremy Riggs Paddle Clinic	Event Site	10	\$100
6/17/2023	6/17/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
6/26/2023	8/11/2023	HRCSD Summer Mobile Meal Program			NA
6/26/2023	6/26/2023	Wet Planet Kayak School- First Descents Camp	Marina Beach	16+ staff	
6/27/2023	6/27/2023	Wet Planet Kayak School- Avid 4 Adventure Camp	Frog Beach, Nichols Basin	15+ staff	
7/1/2023	7/1/2023	Mt. Hood MegaLoop Contest	Sandbar	50	\$ 100.00
7/2/2023	7/2/2023	CGW2 Gear Swap	Lot #1	300	NA
7/3/2023	7/7/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
7/3/2023	7/3/2023	Wet Planet Kayak School- First Descents Camp	Marina Beach	16+ staff	
7/4/2023	7/4/2023	4th of July Fireworks	Waterfront	10,000	NA
7/7/2023	7/9/2023	KB4C (Kiteboard for Cancer)	Event Site	500	
7/9/2023	7/9/2023	Wet Planet Kayak School- Adventure Treks	Marina Beach	28+ staff	\$ 525.00
7/10/2023	7/15/2023	Downwind Paddle Champs- Canoe/Outrigger Race	Stevenson/Waterfront Park	800	\$ 325.00
7/10/2023	7/14/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
7/14/2023	7/16/2023	Bridge of the Gods Kitefest and the Gorge Blowout holding period	Stevenson/Event Site	50	NA
7/17/2023	7/21/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
7/18/2023	7/18/2023	Wet Planet Kayak School- Kids Kayak Camp	Frog Beach, Nichols Basin	12+ staff	
7/21/2023	7/23/2023	SIC Gorge Paddle Challenge- SUP, OC, Foil, Wing Race	Waterfront Park/ Jensen West Parking	400	NA
7/22/2023	7/22/2023	Windy River Marathon Relay- Hood to Coast Series	Marina Green	1000	
7/24/2023	8/15/2023	Big Air Kite League Hood River	Lot #1		\$ 325.00
7/24/2023	7/28/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
7/24/2023	7/24/2023	Wet Planet Kayak School- Avid 4 Adventure Camp	Frog Beach, Nichols Basin	15+ staff	
7/29/2023	7/30/2023	HR1D Regatta	North Jetty Commercial Dock	24 boats	NA
7/31/2023	8/4/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
7/31/2023	7/31/2023	Wet Planet Kayak School- Adventure Treks	Marina Beach	28+ staff	
8/3/2023	8/3/2023	Rotary Event	Marina Park Picning Shelter		NA
8/6/2023	8/6/2023	HRYC Double Damned Regatta	North Jetty Commercial Dock	24 boats	NA
8/10/2023	8/10/2023	Gorge Ultimate Frisbee Game	Marina Green	50	\$ 100.00
8/7/2023	8/11/2023	ABK Windsurfing Clinics	Marina Beach	20	\$ 750.00
8/7/2023	8/11/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
8/14/2023	8/18/2023	ABK Windsurfing Clinics	Marina Beach	20	NA
8/14/2023	8/18/2023	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	NA
8/21/2023	8/24/2023	Wylde Wind & Water Free Wing Youth Foil Camps	Event Site	15	NA
9/3/2023	9/3/2023	CGW2 Gear Swap	Lot #1	300	NA
9/5/2023	9/9/2023	AWSI Trade Show- Private Event	Event Site & Lot #1	600	\$ 6,150.00
9/9/2023	9/9/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
10/13/2023	10/15/2023	Harvest Fest	Event Site & Lot #1	10,000	\$ 9,900.00
10/21/2023	10/21/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
10/22/2023	10/22/2023	Columbia Gorge Marathon	Event Site	1500	\$ 2,400.00
10/22/2023	10/22/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
11/4/2023	11/4/2023	Oregon Bass Federation Fishing Tournament	Marina Boat Ramp/Guest Dock	40+ boats	NA
12/31/2023	12/31/2023	NYE Fireworks	Waterfront		NA

## PORT WATERFRONT CONCESSIONS



The Port offers several different seasonal permits for Waterfront Recreation Concessions. There currently are: 7 windsport lesson and rentals; 2 kayak and SUP lesson and rentals; 2 sailing lesson programs and 1 sailboat tour charter; 1 downwind SUP tour guide; 1 pedicab taxi; 1 non-profit windsurf club; 1 non-profit kids SUP program; and 1 non-profit outrigger canoe club. There was a hot dog stand that started out the season but ended up moving to a different location in the Heights after a month as they found it to be a better fit.

Most of the kite/windsurf/wing foil schools have 5-year concession agreements that expire in October 2025. All others are issued on a yearly basis.

The Commission directive from 2022 to consider a food cart area in conjunction with the development of Lot #1 and redevelopment of First Street was still on the table at the end of the year moving into 2024. Until the roundabout project for the entrance to the waterfront comes together, this project is on hold, but still under consideration.

The consensus from concession feedback for the 2023 summer season from the Kite/Windsurf/Wing/Sup lessons and rentals was that business was a bit slower than in the past. The greatest demand was for wing-foil lessons. Most mentioned their labor and insurance costs went up significantly.

All non-profit youth programs thrived in summer 2023 with attendance at record highs!

The HR Outrigger canoe club (HROCC) expanded their “keiki” program and continues to grow with their adult memberships. Gorge Jr. Sailing classes were full for all sessions, and the Gorge Sailing high school team was once again at the top of their field. The CGW2 continued with their Gorge Grom gear usage program at the Hook.

Wylde Wind and Water (WWW), a nonprofit 501(c)(3) received several grants to expand their watersport educational programs. They ran 12 programs with 1,053 youth and adults including 728 on-water participants. They were able to hire 10 paid part time staff and 12 paid high school internships and had over 1,400



volunteer hours. WWW offered classes in both English and Spanish. Community Programs are free to the public. Partners included Hood River County School District Migrant Education, CGW2, The Next Door, HR Outrigger Canoe Club, Gorge Paddling Center, Columbia Riverkeepers, HR Historical Museum, the HR Sheriff's Department Marine division, and many local businesses. They also offered youth wing foil and SUP Performance Programs that did have a fee.

The HROCC, CGW2, WWW, and Gorge Jr. Sailing youth programs each received \$500 fee waivers from the Port as donations to support youth watersports in our community.

**2023 revenue from the concessions totaled \$57,740, up \$5,788 (11%) from the year prior.**

For comparison, 2022 was \$51,952 and 2021 was \$45,790 (including the HRYC building rent).

2023 Waterfront Concessions Fee Schedule	Permit/ Rental Fees
Club CGWA- The Hook- Non-Profit 6 month term	\$ 1,500
Club- Outrigger Canoe Club- Nichols Basin- Non Profit 7 month	\$ 1,500
Lesson Rental Jet Ski Slip at the South Basin Dock- annual per ski	\$ 150
Lesson/Rental Event Site Upper Dock- Large- 6 month term	\$ 3,696
Lesson/Rental Event Site Upper Dock- Small- 6 month term	\$ 1,848
Lesson/Rental Nichols Basin- 6 month term	\$ 2,772
Lesson/Rental The Hook- 6 month term	\$ 2,772
Lesson/Rental The Spit- 6 month term	\$ 2,772
Lesson/School Event Site Lower Dock South end-Non-Profit small- 6 month term	\$ 1,500
Lesson/School Gorge Jr. Sailing- South Basin- Non-Profit annual term	\$ 1,500
Mobile Concession Guide Service- SUP Downwind Tours- 6 month term	\$ 150
Mobile Concession Pedicab- 6 month term	\$ 150
Sailboat Charter- Marina Commercial Dock- 6 month	\$ 1,650
Storage Marina Park Shed- annual	\$ 1,848
Storage Maritime Parking- monthly	\$ 100
Storage Nichols Basin Shed Winter-monthly	\$ 200
Storage The Spit Winter Shed Sublease- Sublessee pays Port- 6 month term	\$ 500

2023			
Waterfront Concessions	Lease Term/Dates	Locations	Total Billing
Big Winds	4/15/2021 - 10/15/2025	Hook &/Marina Park Shed	\$ 4,851.00
Brian's	4/15/2021 - 10/15/2025	Upper ES Dock- #4 / Marina Park Shed /Jet ski slip	\$ 5,971.00
Cascade Kiteboarding	4/15/2021 - 10/15/2025	Upper ES Dock- #1 / Jet Ski Slips	\$ 4,480.80
		Maritime Parking Storage	\$ 500.00
CGW2- Gorge Groms	4/1/23 - 9-30/23	Hook	\$ 1,000.00
		Maritime Parking Storage	\$ 500.00
Doug's HR Water Adventures	4/15/2022 - 10/15/2025	Upper ES Dock- #5 / Jet Ski Slips	\$ 3,846.00
Gorge Jr. Sailing	4/1/23 - 3/31/24	South Basin Dock	\$ 1,000.00
Gorge Kiteboard School	4/15/2021 - 10/15/2025	Upper ES Dock- #3 / Marina Park Shed	\$ 4,030.80
Gorge Paddle Center	4/15/2021 - 10/15/2025	Nichols Basin	\$ 2,910.60
		Building Rent/Winter Storage	\$ 1,000.00
Gorge Sailing Ventures	4/15/23 - 10/15/23	Marina Commercial Dock	\$ 1,650.00
Hood River Hot Dog	4/15/23 - 10/15/23	Event Site Entrance	\$ 1,000.00
Hood River Outrigger Canoe Club	4/1/23 - 10/21/23	Nichols Basin	\$ 1,000.00
Hood River Pedicab	5/1/23 - 10/31/23	Mobile Concession	\$ 150.00
Hood River SUP & Kayak	4/15/2021 - 10/15/2025	Hook	\$ 2,910.60
Hood River Yacht Club	1/15/2023 - 4/30/24	Club House monthly rent \$679	\$ 8,148.00
Hood River Yacht Club	5/1/2023-4/30/24	South Basin Dock	\$ 2,800.00
Kite the Gorge	4/15/2021 - 10/15/2025	The Spit	\$ 3,510.60
		Winter Storage Sublease w/Merlin Electric/Port	\$ 500.00
Oregon Kiteboarding	4/15/2021 - 10/15/2025	Upper ES Dock #4	\$ 4,330.80
		Maritime Parking Storage	\$ 500.00
Stoke on the Water	5/1/23 - 10/31/23	Waterfront	\$ 150.00
Wyldie Wind & Water	4/1/23 - 9/30/23	Lower ES Dock- #2	\$ 1,000.00
			<b>\$ 57,740.20</b>



## WATERFRONT NUMBERS

Calendar year 2023 Waterfront expenses exceeded revenues by **(\$172, 643)**.

### CALENDAR YEAR SUMMARY- OPERATING REVENUE/EXPENSES WATERFRONT RECREATION

CALENDAR YEAR- JANUARY 1 - DECEMBER 31	2021	2022	2023	+/- Difference from 2022 to 2023	+/- Difference from 2022 to 2023
Waterfront Recreation Operating Revenue/Expenses					
Waterfront Revenue	\$ 144,812	\$ 142,337	\$ 258,224	\$ 115,887	81%
Waterfront Expenses	\$ 130,735	\$ 123,542	\$ 119,067	\$ (4,475)	-4%
Waterfront Net Income (Loss)	\$ 14,077	\$ 18,795	\$ 139,157	\$ 120,362	640%
Nichols Basin Revenue	\$ 1,376	\$ 2,685	\$ 5,498	\$ 2,813	105%
Nichols Basin Expenses	\$ 33,805	\$ 40,288	\$ 68,068	\$ 27,780	69%
Nichols Basin Net Income (Loss)	\$ (32,429)	\$ (37,603)	\$ (62,570)	\$ (24,967)	66%
The Hook Revenue	\$ 8,220	\$ 8,316	\$ 14,910	\$ 6,594	79%
The Hook Expenses	\$ 28,259	\$ 33,617	\$ 37,852	\$ 4,235	13%
The Hook Net Income (Loss)	\$ (20,039)	\$ (25,301)	\$ (22,942)	\$ 2,359	-9%
Event Site Revenue	\$ 249,985	\$ 286,661	\$ 242,829	\$ (43,832)	-15%
Event Site Expenses	\$ 175,552	\$ 191,343	\$ 211,919	\$ 20,576	11%
Event Site Net Income (Loss)	\$ 74,433	\$ 95,318	\$ 30,910	\$ (64,408)	-68%
Marina Park Revenue	\$ 7,630	\$ 9,314	\$ 10,771	\$ 1,457	16%
Marina Park Expenses	\$ 198,687	\$ 226,930	\$ 237,519	\$ 10,589	5%
Marina Park Net Income (Loss)	\$ (191,057)	\$ (217,616)	\$ (226,748)	\$ (9,132)	4%
The Spit Revenue	\$ 590	\$ 3,372	\$ 3,811	\$ 439	13%
The Spit Expenses	\$ 29,498	\$ 28,978	\$ 34,261	\$ 5,283	18%
The Hook Net Income (Loss)	\$ (28,908)	\$ (25,606)	\$ (30,450)	\$ (4,844)	19%
Total Operating Revenue - Waterfront	\$ 412,613	\$ 452,685	\$ 536,043	\$ 83,358	18%
Total Operating Expenses - Waterfront	\$ 596,536	\$ 644,698	\$ 708,686	\$ 63,988	10%
Total Operating Net Income (Loss)	\$ (183,923)	\$ (192,013)	\$ (172,643)	\$ 19,370	-10%

### Notable changes/explanations

1. This is the first Annual Waterfront Report that compares data on an annual basis. Due to having to manually pull the numbers (our current accounting software doesn't provide the reporting needed) the numbers are split up into slightly different categories. The dollars are all in the Waterfront department, just different categories over the years.
2. Waterfront Revenue is part of the new parking plan taking over the parking sales of day passes. Waterfront is up and Event Site revenue is down due to this reason.
3. Nichols Basin expenses went way up due to a water leak that was undetectable visually and wasn't noticed until the Port received the bill.

\*\*\*This report was generated for informational purposes only. The numbers have not been officially audited.

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CALENDAR YEAR BY CATEGORY - OPERATING REVENUE/EXPENSES WATERFRONT RECREATION

CALENDAR YEAR - JANUARY 1 - DECEMBER 31						CALENDAR YEAR - JANUARY 1 - DECEMBER 31					
Waterfront Recreation- Detail	2021	2022	2023	+/- Difference from 2022 to 2023	+/- Difference from 2022 to 2023	Waterfront Recreation- Detail	2021	2022	2023	+/- Difference from 2022 to 2023	+/- Difference from 2022 to 2023
<b>Operating REVENUE</b>						<b>Operating EXPENSES</b>					
Waterfront - Miscellaneous (misc parking)	9,743	2,775	5,725	\$ 2,950	106%	Waterfront Wages	49,063	39,177	52,853	\$ 13,676	35%
Waterfront - Special Events	-	2,900	325	\$ (2,575)	-89%	Waterfront Taxes and Benefits	24,977	17,516	22,887	\$ 5,371	31%
Waterfront - Parking Fees	116,670	106,481	192,030	\$ 85,549	80%	Waterfront Maintenance	2,813	628	-	\$ (628)	-100%
Waterfront - Parking Fines	18,399	30,181	60,144	\$ 29,963	99%	Waterfront Miscellaneous	2,669	17	2,913	\$ 2,896	17035%
Nichols Basin - Lease	-	600	1,800	\$ 1,200	200%	Waterfront - Parking Management - Duncan	580	6,198	142	\$ (6,056)	-98%
Nichols Basin - Special Events	325	(140)	-	\$ 140	-100%	Waterfront - IT / Security	2,275	1,396	-	\$ (1,396)	-100%
Nichols Basin - Concessions	1,051	2,225	3,698	\$ 1,473	66%	Waterfront - Professional Services Parking	48,358	58,610	40,272	\$ (18,338)	-31%
The Hook - Miscellaneous	-	-	1,700	\$ 1,700	-	Nichols Basin - Wages	13,356	14,466	16,293	\$ 1,827	13%
The Hook - Special Events	300	-	325	\$ 325	-	Nichols Basin - Taxes and Benefits	7,400	7,489	7,457	\$ (32)	0%
The Hook - Concessions	7,920	8,316	12,885	\$ 4,569	55%	Nichols Basin - Electric	300	277	272	\$ (5)	-2%
Event Site - Miscellaneous	2,115	2,910	1,100	\$ (1,810)	-62%	Nichols Basin - Garbage	2,034	20	-	\$ (20)	-100%
Event Site - Special Events	14,100	18,300	22,300	\$ 4,000	22%	Nichols Basin - Water	1,358	9,952	30,334	\$ 20,382	205%
Event Site - Permit Season Passes	154,137	191,760	197,600	\$ 5,840	3%	Nichols Basin - Maintenance	4,298	2,694	3,573	\$ 879	33%
Event Site - Day Passes	57,633	52,760	-	\$ (52,760)	-100%	Nichols Basin - Miscellaneous	4,821	4,785	8,404	\$ 3,619	76%
Event Site - Concessions	22,000	20,931	21,829	\$ 898	4%	Nichols Basin - Prof. Services / legal	238	605	1,735	\$ 1,130	187%
Marina Park - Picnic Shelter	400	220	-	\$ (220)	-100%	The Hook - Wages	8,760	10,760	14,990	\$ 4,230	39%
Marina Park - Special Events	1,950	3,550	3,300	\$ (250)	-7%	The Hook - Taxes and Benefits	4,879	5,488	6,874	\$ 1,386	25%
Marina Park - Concessions	5,280	5,544	7,471	\$ 1,927	35%	The Hook - Garbage	1,371	723	-	\$ (723)	-100%
The Spit - Concessions	590	3,372	3,811	\$ 439	13%	The Hook - Miscellaneous	5,921	7,422	7,146	\$ (276)	-4%
<b>Total Operating Revenue - Waterfront</b>	<b>412,613</b>	<b>452,685</b>	<b>536,043</b>	<b>\$ 83,358</b>	<b>18.41%</b>	The Hook - Prof. Services / Legal	119	605	1,735	\$ 1,130	187%
						Event Site - Wages	78,646	85,967	95,474	\$ 9,507	11%
						Event Site - Taxes and Benefits	35,913	35,098	50,420	\$ 15,322	44%
						Event Site - Electric	2,231	1,567	2,216	\$ 649	41%
						Event Site - Gas	839	1,408	-	\$ (1,408)	-100%
						Event Site - Garbage	10,374	6,113	1,724	\$ (4,389)	-72%
						Event Site - Water	16,832	22,297	22,611	\$ 314	1%
						Event Site - Maintenance	13,473	9,700	13,268	\$ 3,568	37%
						Event Site - Miscellaneous	11,798	24,248	21,141	\$ (3,107)	-13%
						Event Site - IT/Security	4,196	1,965	2,757	\$ 792	40%
						Event Site - Prof Services	375	605	-	\$ (605)	-100%
						Event Site - Prof. Services Legal	875	2,375	2,308	\$ (67)	-3%
						Marina Park - Wages	101,492	120,588	138,900	\$ 18,312	15%
						Marina Park - Taxes and Benefits	57,244	61,835	63,416	\$ 1,581	3%
						Marina Park - Electric	891	981	1,184	\$ 203	21%
						Marina Park - Gas	-	1,662	2,082	\$ 420	25%
						Marina Park - Garbage	3,705	900	983	\$ 83	9%
						Marina Park - Water	4,053	4,241	4,587	\$ 346	8%
						Marina Park - Maintenance	19,731	16,842	10,280	\$ (6,562)	-39%
						Marina Park - Miscellaneous	8,549	14,103	13,910	\$ (193)	-1%
						Marina Park - IT/Security	3,022	5,073	442	\$ (4,631)	-91%
						Marina Park - Prof. Services / Legal	-	705	1,735	\$ 1,030	146%
						The Spit - Wages	8,760	10,760	14,990	\$ 4,230	39%
						The Spit - Taxes and Benefits	4,879	5,488	6,874	\$ 1,386	25%
						The Spit - Garbage	5,224	652	-	\$ (652)	-100%
						The Spit - Maintenance	4,835	6,640	5,253	\$ (1,387)	-21%
						The Spit - Miscellaneous	5,681	4,833	5,409	\$ 576	12%
						The Spit - Prof. Services / legal	119	605	1,735	\$ 1,130	187%
						<b>Total Operating Expenses - Waterfront</b>	<b>596,536</b>	<b>644,698</b>	<b>708,686</b>	<b>\$ 63,988</b>	<b>9.93%</b>
						<b>Net (Loss)</b>	<b>\$ (183,923)</b>	<b>\$ (192,013)</b>	<b>\$ (172,643)</b>	<b>\$ 19,370.00</b>	<b>-10.09%</b>

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**PORT OF HOOD RIVER  
FISCAL YEAR- WATERFRONT REVENUES AND EXPENDITURES**

Fiscal Year July 1- June 30

	Actuals										Budget
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	
<b>Operating Revenues</b>											
Event Site passes	\$ 108,486	\$ 99,246	\$ 109,984	\$ 141,775	155,977	155,630	\$ 205,996	\$ 235,654	\$ 242,264	\$ 235,000	
Event Site special events	8,350	8,100	12,733	9,832	12,550	8,800	2,604	14,100	20,900	16,200	
Event Site sailing schools/concessions	3,900	17,532	16,730	21,325	18,233	20,073	54,899	18,072	26,692	18,000	
Total Event Site	120,736	124,878	139,447	172,932	186,760	184,503	263,499	267,826	289,856	269,200	
Hook/Spit/Nichols sailing schools/special events	1,595	3,450	7,669	8,495	7,812	3,514	4,850	8,710	13,244	10,000	
Nichols concessions/special events/lease	-	7,833	5,170	4,288	3,280	1,468	1,638	2,123	-	2,600	
Grant	65,250	148,733	-	-	-	-	27,000	-	-	20,000	
Total Hook/Spit/Nichols	66,845	160,016	12,839	12,783	11,092	4,982	33,488	10,833	13,244	32,600	
Marina Park shop building #3	6,240	6,532	6,518	6,693	7,061	7,303	7,426	7,562	8,093	8,000	
Marinal Park utilities/taxes	600	1,934	1,994	2,032	860	2,581	11,739	5,690	5,690	1,200	
Marina Park other	375	533	2,914	4,936	4,434	2,832	8,200	5,610	6,209	6,000	
Marina Park showers	2,255	2,699	3,114	4,319	3,798	2,144	221	1,038	1,389	1,000	
Marina Park special events	3,200	3,450	3,075	2,475	3,105	2,400	1,050	1,150	2,700	1,200	
Grant	-	-	-	-	-	-	9,000	-	-	-	
Total Marina Park	12,670	15,148	17,615	20,455	19,258	17,260	37,636	21,050	24,081	17,400	
Total Parking	-	-	-	6,355	87,313	104,558	141,970	133,218	144,973	140,000	
<b>Operating Revenues</b>	<b>200,251</b>	<b>300,042</b>	<b>169,901</b>	<b>212,525</b>	<b>304,423</b>	<b>311,303</b>	<b>476,593</b>	<b>432,927</b>	<b>472,154</b>	<b>459,200</b>	
<b>Operating Expenses</b>											
Labor, taxes and burden	290,737	312,914	285,711	263,689	299,178	291,935	350,817	333,472	365,787	464,400	
Electric, water and garbage	34,995	51,293	34,855	32,592	37,050	32,350	34,321	57,020	48,622	70,000	
Insurance	2,112	2,130	3,773	5,111	5,511	6,425	6,924	7,480	7,866	8,700	
Maintenance	32,982	46,287	61,876	39,586	53,437	48,261	57,135	47,273	40,993	53,000	
Miscellaneous	27,714	21,976	19,371	38,131	39,786	50,415	91,369	48,557	55,415	63,000	
Property tax	-	-	1,351	1,387	1,413	1,442	1,545	-	-	1,700	
Professional Services	11,745	1,204	27,486	586	14,442	13,725	1,615	10,445	2,688	13,000	
Legal	285	2,523	2,136	60	616	-	2,900	1,025	11,098	9,000	
<b>Operating Expenses before Capital Outlay</b>	<b>400,570</b>	<b>438,327</b>	<b>436,559</b>	<b>381,142</b>	<b>451,433</b>	<b>444,553</b>	<b>546,626</b>	<b>505,272</b>	<b>532,469</b>	<b>682,800</b>	
<b>Net Cashflow before Capital Outlay</b>	<b>(200,319)</b>	<b>(138,285)</b>	<b>(266,658)</b>	<b>(168,617)</b>	<b>(147,010)</b>	<b>(133,250)</b>	<b>(70,033)</b>	<b>(72,345)</b>	<b>(60,315)</b>	<b>(223,600)</b>	
<b>Capital Outlay</b>	<b>138,094</b>	<b>\$ 302,008</b>	<b>\$ 61,375</b>	<b>\$ 28,659</b>	<b>29,450</b>	<b>50,197</b>	<b>\$ 72,679</b>	<b>\$ -</b>	<b>\$ 6,256</b>	<b>60,000</b>	
<b>Budgetary loss</b>	<b>(338,413)</b>	<b>(440,293)</b>	<b>(328,033)</b>	<b>(197,276)</b>	<b>(176,460)</b>	<b>(183,447)</b>	<b>(142,712)</b>	<b>(72,345)</b>	<b>(66,571)</b>	<b>(283,600)</b>	

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# MARINA



Port of Hood River marina moorage demand continues to increase and far exceeds availability. There are a total of 162 annual moorage boat slips, 6 seasonal slips 20’ and under, 1 float plane slip, 18 kite school jet ski slips, 6 shell dock slips and 10 boathouses with 100% occupancy. The current boat slip waitlist has 114 applicants. The current anticipated wait for a slip for those at the bottom of the list is around 3 years. The demand is greatest for 30’ and under-length boats. The split this year was 70% power/30%.

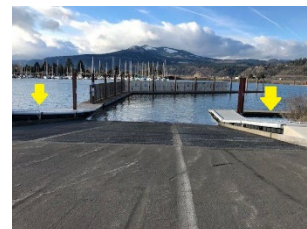
Marina Total # of Slips by size:	Waitlists as of 12/31/2023
30’ and under = 131 slips total Occupancy 73 sailboats Occupancy 58 power boats	Waitlist= 81 53% of total available
Over 30’-43= 29 slips total Occupancy 24 sailboats Occupancy 5 power boats	Waitlist=26 89% of total available
Over 45’= 1 slip total Occupancy 1- 65’ sailboat	Waitlist=7
Boathouse= 11 slips Occupancy 10- including HR Sheriff	No slips available- Notice of lease non-renewal served on 8/22/22, with expiration 12/31/2026
HRYC dingy storage floats= 3	Managed by HRYC-waitlist exceeds demand
Gorge Jr. Sailing dingy storage floats=3	Port Concession
Shell Dock= 6 slips	Waitlist=4
Float Plane = 1 slip	

The demand for more slips continues to grow, however, until the completion of the bridge replacement project Marina expansion is on hold.

Marina Boathouse Leases expire on December 31, 2026, with no renewals except for the Sheriff’s boathouse. Tenants are expected to remove their boathouses from the Marina by the end of their lease agreements.

**Guest Dock-** Most of the use for the guest dock is from fisherman and small power boats who put in for the day. There is no charge for use of the dock unless the vessel stays overnight. Parking costs \$2.50 per hour with a max charge of \$15 per day. Annual parking passes are valid in this location. 2023 Revenue from vessels staying overnight at the guest dock along with waitlist fees totaled \$13,447.

**Marina Capital Projects-** The Marina Boat Ramp float replacement project that was started in 2022 was completed. This project was funded in part by a grant from the OSMB in the amount of \$132,300 with a local match of \$161,592, totaling \$293,892.



**Cruise Ships-** Total revenue for the cruise ships in 2023 was \$20,035. ACL has exclusive use of the outside Jetty. They pay a \$6,000 per year infrastructure fee to help maintain the jetty. The North Jetty Commercial Dock gets rented to other cruise lines and large vessels visit.

Cruise Ship- Revenue	2021	2022	2023
American Cruise Lines (ACL)	\$11,250	\$10,625	<b>\$14,510</b>
Linblad Expeditions	\$1,200	\$3,000	<b>\$4,900</b>
Misc Large Vessels	\$400	\$150	<b>\$625</b>
Total	\$12,850	\$13,775	<b>\$20,035</b>



**Hood River Yacht Club-** The HRYC sponsors the High School Sailing team and teaches private lessons in the summer. They rent 3 bays of dock space on the South Basin Dock that they use for their members for small sailboats that they hand launch. They have a waitlist for space for dock and yard storage.



**Gorge Jr. Sailing-** The combined youth sailing programs that promote seamanship and taught sailing skills to over 250 young people last summer. Jr. Sailing Program had one of their best seasons yet with full classes and new boats. They are part of several US Sailing programs that provided grants for; national outreach to foster diversity in sailing, STEM classes for middle school kids, Culture Seed, Girls at the Helm and a new pilot program the the Hood River New School.

**Boathouses-** On August 24<sup>th</sup>, 2022 the boathouse tenants were given formal notice of lease non-renewal and stated that the term would expire on December 31, 2026. All boathouses with the exception of the Sheriff’s boathouse will need to be removed from the Marina at the end of the term. The Commission directed staff to work towards boathouse phase out as new leases will not be offered.



**Water Safety Patrol-** The Sheriff’s services are an integral part of the Marina and important for water safety in Bonneville Pool. The Port continued in an IGA with the HR County Sheriff Department to waive the fees for the Marine Sheriff’s Boathouse moorage and to pay for the Marine vessel’s fuel from June 15- September 15. The total fuel bill for 2023 was \$668 for that time frame and the water patrol had 134 hours.





<b>2023 Hood River Marina Fee Schedule</b>	<b>Moorage/ Rental Fees</b>
Cruise Ship- Marina Basin North Jetty Commercial Dock fee per stop	\$ 350.00
Cruise Ship- Marina Basin North Jetty Commercial Dock Shuttle docking fee per stop	\$ 200.00
Cruise Ship- Marina Outside Bollards Jetty Docking fee per stop	\$ 150.00
Cruise Ship- Marina Outside Bollards Jetty Maintenance fee- annual	\$ 6,000.00
Cruise Ship- Marina Outside Bollards Utility fee per stop	\$ 35.00
Guest Dock overnight at boat ramp 20-29'	\$ 25.00
Guest Dock overnight at boat ramp 30-39'	\$ 30.00
Guest Dock overnight at boat ramp 40-49'	\$ 35.00
Guest Dock overnight at boat ramp 50-59'	\$ 45.00
Guest Dock overnight at boat ramp under 20' per night	\$ 15.00
Guest North Jetty Commercial Dock Private vessel 60-74' per day	\$ 75.00
Guest North Jetty Commercial Dock Private vessel 75-100' per day	\$ 100.00
Guest North Jetty Commercial Dock Private vessel 100-150' per day	\$ 145.00
Hood River Yacht Club- clubhouse- monthly	\$ 679.00
Hood River Yacht Club- South Basin Dock lease- annual	\$ 3,000.00
Hood River Yacht Club public restroom shower fee	\$ 0.75
Moorage Boathouse Slip Annual Assessment Fee	\$ 1,650.77
Moorage Boathouse Slip annual per square foot	\$ 1.66
Moorage Boathouse Slip Base Electric- annual fee	\$ 60.00
Moorage Boathouse Slip Base Water/Garbage- annual fee	\$ 60.00
Moorage Shell Dock- annual fee	\$ 429.00
Moorage Slips 30' and under A, B, and C North West facing- annual	\$ 1,668.00
Moorage Slips 30' and under C-Dock North East facing annual	\$ 1,876.00
Moorage Slips all Boat Docks Annual Assessment fee	\$ 442.55
Moorage Slips Over 30'-35'	\$ 2,028.00
Moorage Slips Over 35'-40'	\$ 2,240.00
Moorage Slips Over 40'-43'	\$ 2,399.00
Moorage Slips End Slip C-Dock North 43'-65'	\$ 3,240.00
Moorage Slip Sublease fee to the Port- set up fee	\$ 150.00
Moorage Dingy & Jet Ski Fee- must fit in the perimeter of slip with vessel- monthly	\$ 50.00
Moorage Annual Payment Late fee- per month	\$ 75.00
South Basin Dock- Concession Jet Ski slip 6 month term	\$ 150.00
South Basin Dock- Float plane annual	\$ 1,487.00
South Basin Dock- Hood River Yacht Club floats- annual	\$ 3,000.00
South Basin Dock- Jr. Sailing floats- annual term (Included in Concession agreement)	\$ 1,500.00
South Basin Dock- Seasonal Lottery 6 month term	\$ 1,041.00
Sublease Initiation Set Up Fee	\$ 150.00
Sublease Renewal Fee	\$ 35.00
Marina Key card Moorage	\$ 35.00
Marina Key South Basin Dock	\$ 50.00
Marina Wait List Entry Fee - one time fee	\$ 100.00
Marina Betterment Slip Change	\$ 35.00

## MARINA NUMBERS

Calendar Year Marina revenue exceeded expenses by \$135,546.

### CALENDAR YEAR SUMMARY- OPERATING REVENUE/EXPENSES MARINA

Port of Hood River					
Marina Review- Operating Revenue/expenses					
Calendar Year- January 1- December 31					
Operating Revenue	2021	2022	2023	+/-	+/-
Marina - Moorage	353,917	400,459	379,372	(21,087)	-5.27%
Marina - Electric Reimbursement	15,376	7,866	9,462	1,596	20.29%
Marina - Fuel Sales	10,511	769	890	121	15.73%
Marina - Water and Garbage	419	800	1,330	530	66.25%
Marina - Miscellaneous	11,899	10,788	14,917	4,129	38.27%
Marina - Cruise Ships	17,235	14,100	17,800	3,700	26.24%
Marina - Property tax reimbursement	1,648	1,640	1,626	(14)	-0.85%
<b>Total Operating Revenue - Waterfront</b>	<b>\$ 411,005</b>	<b>\$ 436,422</b>	<b>\$ 425,397</b>	<b>\$ (11,025)</b>	<b>-2.53%</b>
Operating Expenses	2021	2022	2023	+/-	+/-
Marina - Wages	93,905	109,761	138,140	\$ 28,379	25.86%
Marina - Taxes and Benefits	54,529	56,304	64,373	\$ 8,069	14.33%
Marina - Electric	14,740	15,004	14,739	\$ (265)	-1.77%
Marina - Garbage	15,214	19,648	17,840	\$ (1,808)	-9.20%
Marina - Water	4,530	4,163	4,905	\$ 742	17.82%
Marina - Insurance	7,702	8,295	8,672	\$ 377	4.54%
Marina - Maintenance	18,501	22,883	23,133	\$ 250	1.09%
Marina - Miscellaneous	15,294	14,604	13,403	\$ (1,201)	-8.22%
Marina - IT/Security	5,781	2,909	1,446	\$ (1,463)	-50.29%
Marina - Prof Services	11,903	8,621	200	\$ (8,421)	-97.68%
Marina - Prof Services-Legal	1,950	10,425	1,395	\$ (9,030.00)	-86.62%
Marina - Property Taxes (YC)	1,598	1,591	1,605	\$ 14.00	0.88%
<b>Total Operating Expenses - Waterfront</b>	<b>245,647</b>	<b>274,208</b>	<b>289,851</b>	<b>\$ 15,643</b>	<b>5.70%</b>
<b>Net Income</b>	<b>165,358</b>	<b>162,214</b>	<b>135,546</b>	<b>(26,668)</b>	<b>-16.44%</b>

\*\*\*This report was generated for informational purposes only. The numbers have not been officially audited.

### Notable changes/explanations

1. Reasons moorage revenue was less:
  - a. Due to the way that our Marina Controller software reporting works with the billing for following year, the boathouse assessments timed out in 2023 so their moorage went down \$1,656 per year (total of \$19,872), along with having 1 less boathouse slip.
  - b. The had less utilization of the commercial dock for large vessels, which is part of the moorage numbers.

**PORT OF HOOD RIVER**  
**FISCAL YEAR- MARINA REVENUES AND EXPENDITURES**

*Fiscal Year July 1- June 30*

	Actuals								Budget	
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
<i>Operating Revenues</i>										
Moorage - including subleases	\$ 157,356	\$ 175,341	\$ 185,313	\$ 194,337	220,547	228,752	\$ 243,594	\$ 263,454	\$ 312,480	\$ 350,000
Special Assessment	87,031	87,031	87,031	83,619	87,746	84,671	80,530	84,743	83,366	84,900
	244,387	262,372	272,344	277,956	308,293	313,423	324,124	348,197	395,846	434,900
Utility Service fee (Water, Garbage)		5,334	15,014	10,161	9,930	9,792	9,994	10,998	615	10,000
Electric Reimbursement	10,079	16,385	27,203	19,684	17,514	15,805	15,163	17,839	8,441	20,000
Miscellaneous	11,536	20,007	20,485	22,554	23,092	21,424	24,295	29,581	26,633	43,000
Grant	6,244	7,050	14,011	8,425	7,050	7,000	9,000	-	-	27,000
<i>Operating Revenues</i>	272,246	311,148	349,057	338,780	365,879	367,444	382,576	406,615	431,535	534,900
<i>Operating Expenses</i>										
Labor, taxes and burden	128,431	123,977	134,317	136,701	142,157	142,594	155,622	149,802	192,038	232,000
Electric, water and garbage	18,300	23,540	31,361	27,056	25,103	24,075	25,061	38,252	42,839	44,000
Insurance	14,681	15,053	12,709	7,473	5,888	6,865	7,398	7,992	8,405	9,300
Maintenance	15,371	19,729	28,789	29,505	46,196	28,451	10,403	19,297	24,147	25,000
Miscellaneous	15,287	12,158	11,121	11,658	15,630	10,635	19,316	15,096	15,178	25,000
Security/IT	5,491	3,547	5,115	4,699	5,377	6,879	5,991	4,095	1,737	-
Professional Services	10,131	11,764	5,675	8,566	7,290	6,330	18,401	3,903	6,896	15,000
Legal	5,298	2,551	2,369	2,080	3,740	2,306	725	8,100	3,775	5,000
<i>Operating Expenses before FlexLease Debt</i>	212,990	212,319	231,456	227,738	251,381	228,135	242,917	246,537	295,015	355,300
Debt Service - 2010 FlexLease	23,901	28,425	27,820	27,515	26,435	25,670	24,840	28,850	27,750	27,000
Debt Service - 2013 FlexLease	65,996	70,112	69,076	69,088	66,624	66,196	68,587	66,725	64,625	68,500
<i>Operating Expenses before Capital Outlay</i>	302,887	310,856	328,352	324,341	344,440	320,001	336,344	342,112	387,390	450,800
<i>Net Cashflow before Capital Outlay</i>	(30,641)	292	20,705	14,440	21,440	47,443	46,232	64,503	44,145	84,100
<i>Capital Outlay</i>	98,544	\$ 10,973	\$ 45,924	\$ 22,374	9,063	9,063	\$ 20,683	\$ 10,479	\$ 255,278	60,000

**FISCAL YEAR SUMMARY - OPERATING REVENUE/EXPENSES MARINA**

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