



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, August 6, 2019
Marina Center Boardroom

4:00 P.M.

Executive Session

1. ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
-

5:00 P.M.

Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of July 9, 2019 Regular Session (*Maria Diaz – Page 3*)
 - b. Approve Reimbursement to Electronics Assemblers for HVAC Installation (*Anne Medenbach – Page 9*)
 - c. Approve Amendment No. 1 to Contract with WSP USA for Bridge FEIS (*Kevin Greenwood, Page 13*)
 - d. Authorize Bank Account Signing Authority for Commissioners Meriwether, Chapman, and Streich (*Fred Kowell, Page 23*)
 - e. Ratify Contract with J&C Pro Painting for Interior Painting at the Wasco Building (*Anne Medenbach, Page 27*)
 - f. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,287.00 (*Fred Kowell – Page 47*)
 4. Reports, Presentations and Discussion Items
 - a. Port Intern Project Report, Tyler Mann (*Fred Kowell, Page 51*)
 - b. 2019-2020 Draft Executive Director Work Plan (*Michael McElwee, Page 53*)
 - c. Livestreaming Commission Meetings Discussion – Commissioner Chapman (*Genevieve Scholl, Page 59*)
 - d. Forth Electric Vehicle Charging Station Concept Plan & Funding Application (*Michael McElwee, Page 61*)
 - e. Bridge Replacement Project Update (*Kevin Greenwood, Page 111*)
 5. Director's Report (*Michael McElwee – Page 121*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Contract with Boswell Consulting for Washington Advocacy Services (*Kevin Greenwood – Page 137*)
 - b. Approve Contract with Thorn Run Partners for Oregon Advocacy Services (*Michael McElwee – Page 143*)
 - c. Approve Master License Agreement with Art of Community (*Michael McElwee - 157*)
 - d. Approve Intergovernmental Agreement with MCEDD for Hood River County Energy Plan Coordination (*Michael McElwee– Page 167*)
 - e. Approve Grant Agreement with the Federal Aviation Administration for Ken Jernstedt Airfield Grant 3-41-0026-012-2019 (*Anne Medenbach - Page 177*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations.
 10. Possible Action
 11. Adjourn

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

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

**Port of Hood River Commission
Meeting Minutes of July 9, 2019 Work Session and Regular Session
Marina Center Boardroom
5:00 p.m.**

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

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

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

Absent: None.

Media: Emily Fitzgerald

1. CALL TO ORDER: President Hoby Streich called the regular session to order at 5:03 p.m.

a. Modification, Addition to Agenda:

1. Action Item 7(e) change amount to \$76,000.

b. Oaths of Office: Commissioners Kristi Chapman and Hoby Streich wore their Oaths of Office before Notary Public Jana Scoggins.

c. Election of Officers & Committee Assignments

Motion: John Everitt President

Move: Sheppard

Second: Meriwether

Discussion: None

Vote: unanimous

Motion: Ben Sheppard Vice President

Move: Meriwether

Second: Kristi

Discussion: None

Vote: unanimous

Motion: David Meriweather for Secretary

Move: Streight

Second: Sheppard

Discussion: None

Vote: unanimous

Motion: Kristi Chapman Tresuary

Move: Meriwether

Second: Streich

Discussion: None

Vote: unanimous

Discussion and Changes to Commission:

1. Streich proposed to defer committee assignment for the EIS Working Group meeting in August and proposed having an alternative committee member to represent the Port in the absence of the appointee.

- 2. Streich proposed that the PNWA committee include all Commissioners.
- 3. Sheppard proposed to continue his service on the committee for Waterfront Recreations and also the Marina.
- 4. Finance Committee - President Everitt and Commissioner Chapman, by governance.

Staff will update the committee assignments chart with new assignments as they are made.

3. PUBLIC COMMENT:

a. Hood River County Commissioner Les Perkins discussed the safety power shut off that Pacific Power is implementing in their service areas. Perkins reported that the Emergency Plan group is trying to understand the Pacific Power plan, and experiencing difficulties communicating with the company about potential impacts. Perkins is seeking public agencies in the Hood River area to become involved and improve public awareness.

b. Jim Dey from Three Rivers Grill seeking to see if Port of Hood River could address the food carts going in near the industrial buildings on lots owned by Key Development. President Everitt responded by advising Mr. Dey that it would be a code zoning issue with the City. Staff will investigate implications related to the DDA.

4. CONSENT AGENDA:

- a. Approve Minutes of June 18, 2019
- b. Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2019-20
- c. Approve Reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2019-20
- d. Approve Purchase of Mechanical Lift in the Amount of \$35,650
- e. Approve Amendment No. 1 to Task Order 8 with HDR Engineering for Bridge Engineering Services Related to Miscellaneous Repairs
- f. Authorize Consent to Assignment of Contract with Stafford Bandlow Engineering, Subject to Legal Counsel Review

Motion: Move to Approve Consent Agenda
Move: Meriwether
Second: Streich
Discussion: None
Vote: Unanimous

3. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

a. Mark Libby, P.E. with bridge engineering firm HDR, presented results of the asphalt/concrete testing of the WA and OR approach span decks. Libby reported the existing polymer overlay is worn through in multiple locations, several small potholes with exposed rebar are present and other areas of cracking indicate more are forming. Libby reported that lab testing shows high levels of chloride content and delamination back up the corrosion. Libby explained in detail each core sample. Libby explained the next approach is to test on the south approach ramp to determine if it's a high chloride environment. This will lead to alternative high to low recommendations and on how to approach the corrosion issue.

b. Fred Kowell reported the Financial Report for the 11 months ending May 31, 2019. Kowell reported the budget is tracking accordingly; with exception to the Traffic Budget. Kowell highlighted that traffic is starting to see a drop off from previous years due to several factors like bridge closures and winter weather. Kowell reported traffic down 3.6% and that the traffic budget would end at 96% from last year. Kowell noted some consequences in the financial forecast and the amount of revenues estimated for capital improvements to the bridge may be present if the trend continues.

c. Kevin Greenwood reported on the Bridge Replacement Project. Greenwood reported a minor task change for the WSP would require the commission's approval and will be brought forward during next month's Commission meeting. Greenwood mentioned FEIS progress and highlighted Section 106- Methodology memo regarding a significant document that is going out to all the tribes and all the agencies that are going to be affected by the end of the month. Greenwood mentioned that as part of the ODOT cultural resources component; the cultural resource officer continues to advocate for an Ethnographic Study Survey. Greenwood stated the survey requires anthropologists and scientists to interview tribal members highlighting that a higher deeper level report could be required by ODOT and FHWA. Greenwood reported that he is working with WSP to get the cost of what study maybe which is not included in their initial contract and are also going to review if some or any of the studies in the contract could be used as part of ODOT's requirements. Greenwood noted concern for the project's overall budget and timeline. Greenwood reported that he continues to monitor the technical reports, pulling the potential mitigations risks. Green noted the historical technical reports; environmental justice technical reports were good examples of the technical reports that are being reviewed or revised. Greenwood noted the next WSP group meeting in Portland and encouraged President Everitt and Commissioner Chapman to attend.

7. Director's Report: McElwee welcomed new Commissioner Christy Chapman highlighted that Commissioner Chapman is the 5th woman elected to the Port Commission to his understanding. McElwee reported Sharon and John Chow are back as the Event Site host for the summer. McElwee reported on the 4th of July, he noted a letter to the editor has been sent thanking the Lions Club and all agencies involved. McElwee noted lots of hours were worked by Port's crew to make the 4th of July successful. McElwee reported an incident involving a porta-potty that was vandalized with large explosives during the night of the 4th. McElwee turned to Ann Medenbach for an update on Wasco Building. Medenbach reported that due to Cloud Cap's new lease agreement, interior painting is required, with an anticipated budget of approximately \$20,000. However, due to Commission meeting schedule timing and the Cloud Cap process for approving the new lease and their needed move-in date, the process to collect competitive bids and award a contract is not ready for this meeting and will need to be completed before the next meeting on August 6. Medenbach requested and received Commission consensus to move forward with a contract within that budget, and to ratify such contract at the August 6 meeting. McElwee noted that the maintenance department is down on personnel, and still the hiring process for a level 3 maintenance position. McElwee turned to Fred Kowell for an update and upgrade on BreezeBy. Kowell reported the new system is being installed and personnel is being trained as well. McElwee reported the HB 5030, the lottery omnibus bill was approved by the Oregon Legislature. Commissioner Streich recommended wording on the theft warning signs at the Event Site be changed as it is potentially offensive. Commissioner Everitt agreed. Staff will remove and replace the signs.

8. COMMISSIONER, COMMITTEE REPORTS:

a. None

9. ACTION ITEMS:

a. Approve Amendment No. 1 to Lease with Hood River Valley Parks & Rec District for a Dog Park. Amendment No.1 to the lease extends the deadline for construction to June 1, 2020.

- Motion: Approve Amendment No. 1 to Lease with Hood River Valley Parks & Rec District at the Dog Park.
- Move: Streich
- Second: Sheppard
- Discussion:
- Vote: Unanimous

b. Lease with Hood River Distillers for the property located at 900 Portway Ave.- Maritime Building, subject to legal counsel review.

Motion: Approve Lease with Hood River Distillers in the Maritime Building.
 Move: Meriwether
 Second: Chapman
 Discussion:
 Vote: Unanimous

c. Approve Task Order No. 9 to the Master Services Agreement with HDR Engineering for On-Call engineering services not to exceed \$30,000 plus reasonable reimbursable expenses.

Motion: Approve Task Order 9 with HDR Engineering for On-Call Bridge Engineering Services Not to Exceed \$30,000
 Move: Everitt
 Second: Meriwether
 Discussion: None
 Vote: Unanimous

d. Approve Contract with Columbia Bank for Credit Card Merchant Services.

Motion: Approve Contract with Columbia Bank for Credit Card Merchant Services
 Move: Streich
 Second: Chapman
 Discussion: None
 Vote: Unanimous

e. Approve Contract with Summit Strategies Government Affairs, LLC for Government Affairs Representation Not to Exceed \$76,000

Motion: Approve Contract with Summit Strategies Government Affairs, LLC for Government Affairs Representation Not to Exceed \$76,000
 Move: Sheppard
 Second: Meriwether
 Discussion: None
 Vote: Unanimous

f. Authorize Amendment No. 11 to Employment Agreement with Executive Director Michael McElwee.

Motion: Authorize Amendment No. 11 to Employment Agreement with Executive Director Michael McElwee
 Move: Streich
 Second: Meriwether
 Discussion: None
 Vote: Unanimous

10. COMMISSION CALL: Commissioner Meriwether encouraged Port’s importance of participation with other agencies on regards to the safety Power shut off. Meriwether reminded the staff on the Economic impact and the impact to the community.

11. EXECUTIVE SESSION: President Hoby Streich recessed Regular Session at 6:50 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

12. POSSIBLE ACTION: None.

13. ADJOURN: 6:50 p.m.

- Motion:** Motion to adjourn the meeting.
- Move:**
- Second:**
- Discussion:** None
- Vote:** Unanimous

MOTION CARRIED

The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

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Commission Memo

Prepared by: Anne Medenbach
Date: August 6, 2019
Re: Electronics Assemblers HVAC



Electronics Assemblers Inc. (“EA”) now occupies the 2nd floor of the Big 7 building. They first occupied this floor in the summer of 2018 but were not fully operational there until this summer. Once fully operational, they noticed that the space was very hot, and upon further investigation discovered that the space was only partially air-conditioned. Staff and EA had both assumed that the entire space was conditioned as there were cooling units and ducting to all of the internal, occupied area and the lease is predicated on this assumption.

EA completed the HVAC installation needed to fully air-condition the space at a cost of \$10,800. Port staff has confirmed its functionality and approved the work. The Port has budgeted \$20,000 for HVAC improvements to the Big 7 building with no other planned improvements.

RECOMMENDATION: Approve reimbursement to Electronics Assemblers Inc. in the amount of \$10,800 for HVAC installation at the Big 7 building.

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2149 W. Cascade
 Suite 106A-114
 Hood River, OR 97031
 OR LIC# 203004 WA LIC#EHEATHA862KN

541-387-3311

Invoice

Date	Invoice #
7/23/2019	3019

Bill To
Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031

P.O. No.	Terms	Project/Job No.
2nd Floor	Due on receipt	385

Quantity	Description	Rate	Amount
	Commercial Addition for: Electronic Assemblers at: 616 Industrial St. Hood River, OR. 2 New 4 ton TRANE XR13 13seer A/C units installed by existing outdoor units. 2 New TRANE 4 ton indoor coils installed to existing gas furnaces. All refrigerant piping from new coils to new outdoor units.	10,800.00	10,800.00T

Thank you for your business!

Accounts not paid within terms are subject to a
 2% monthly finance charge (24%APR).

Subtotal	\$10,800.00
Sales Tax (0.0%)	\$0.00
Total	\$10,800.00
Payments/Credits	\$0.00
Balance Due	\$10,800.00

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Commission Memo



Prepared by: Kevin Greenwood
Date: August 6, 2019
Re: WSP USA Amendment

As noted in July, WSP USA acquired BergerABAM on April 27th. BergerABAM had been serving as a sub-consultant on the bridge replacement FEIS project. Exhibit F of the original July 2018 contract summarizes the firms' billing rates. With the acquisition of BergerABAM, WSP has requested that Exhibit F be updated to reflect the new categories and rates.

It should be noted that the billing rates listed in the exhibit are maximum rates and few of the positions are charging at the maximum rate. No additional scope of work is being included and adjustments would not affect the "Not to Exceed" amount in the original contract

Bill Ohle at Schwabe Williamson developed this amendment. Angela Findley, WSP Project Manager, has submitted a memo summarizing the adjustments.

RECOMMENDATION: Authorize Amendment No. 1 to contract with WSP USA for consulting services related to bridge replacement FEIS.

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MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Revised Exhibit F: Rate Schedule
DATE: July 22, 2019

At the time of the original contract (August 1, 2018) between the Port of Hood River and WSP USA, Inc. for the environmental, design and permitting work for the Hood River Bridge Replacement Project, BergerABAM was a subcontractor to WSP.

On December 18, 2018, WSP USA, Inc. acquired BergerABAM. Since that time, BergerABAM operated financially independent of WSP until April 27, 2019. On that day, all former BergerABAM staff were fully integrated into WSP, and all labor charges at that time were billed as WSP employees rather than as a subcontractor. This resulted in a slight cost savings since WSP overhead is less than the overhead rate used by BergerABAM

In addition, the former BergerABAM job titles were transitioned to WSP, which were not originally included in the original Exhibit F. A revised Exhibit F that includes additional job titles for the former BergerABAM staff is attached to this memo. The additional job titles do not alter the scope or budget in the original contract.

Lastly, several key staff members and/or their billing rates have changed since the original contract. Anne Pressentin of EnviroIssues replaced Alex Cousins, and Mat Dolata of WSP replaced Chris Wellander. These staff changes were approved in 2018; however, Exhibit F was not revised at that time. Angela Findley of WSP, Sr Planning Manager, is anticipated to receive a salary increase during 2019 as an equity adjustment. Her anticipated billing rate is also adjusted in the revised Exhibit F.

REQUEST: Approve the revised Exhibit F, which would be effective for billings beginning April 27, 2019.

Approved by Port of Hood River:

 Michael McElwee, Executive Director

 Date

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**PORT OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 1**

This Amendment No. 01 (the "Amendment") to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the "Agreement") is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the "Parties").

RECITALS

WHEREAS, WSP USA, Inc., has recently merged with BergerABAM, Inc.; and,

WHEREAS, as a result of the merger, WSP USA, Inc., has added and changed the job descriptions and rates of certain professionals and employees resulting in discrepancies with the Rate Schedule Exhibit F of the Agreement; and,

WHEREAS, in order to resolve these discrepancies, the Parties wish to amend the Agreement to replace Exhibit F with an updated Exhibit F.

NOW, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT:

1. Exhibit F: The Parties hereby replace the originally attached Exhibit F to the Agreement with the "Hood River Bridge Replacement Project, Billing Rate Sheet" Exhibit F attached hereto.

2. REMAINING CONTRACT PROVISIONS. Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

WSP USA Inc.
851 SW Sixth Ave., Ste. 1600
Portland, OR 97204
(503) 417-9355



Jason Tell Area Manager. 7/23/2019 Date

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645

Michael McElwee, Executive Director Date

Approved for Legal Sufficiency



William J. Ohle, Port Counsel 7/29/19 Date

Exhibit F.1

Hood River Bridge Replacement Project

Billing Rate Sheet

WSP USA Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Angela Findley	Sr Planning Manager	\$201.31	\$236.74	\$245.03	\$253.61
Scott Polzin	Sr Planning Manager	\$190.23	\$196.89	\$203.78	\$210.91
Mark Hirota	Sr Supv Engineer	\$230.37	\$238.43	\$246.78	\$255.42
Mat Dolata	Supv Engineer	\$176.63	\$182.81	\$189.21	\$195.83

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Office Asst I	\$71.78	\$74.29	\$76.89	\$79.58
	Office Asst II	\$83.21	\$86.12	\$89.13	\$92.25
	Sr Office Asst	\$97.28	\$100.68	\$104.20	\$107.85
	Sr Project Accountant	\$162.12	\$167.79	\$173.66	\$179.74
	Supv Project Accountant	\$191.98	\$198.70	\$205.65	\$212.85
	Asst Engineer	\$97.28	\$100.68	\$104.20	\$107.85
	Engineer I	\$113.28	\$117.24	\$121.34	\$125.59
	Engineer II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Engineer	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Engineer	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Engineer	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Engineer	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Engineering Mgr	\$353.56	\$365.93	\$378.74	\$392.00
	Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58
	Asst Planner	\$97.28	\$100.68	\$104.20	\$107.85
	Planner I	\$113.28	\$117.24	\$121.34	\$125.59
	Planner II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Planner	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Planner	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Planner	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Planner	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Planning Manager	\$353.56	\$365.93	\$378.74	\$392.00
	Lead Estimator	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Estimator	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58
	Consultant I	\$162.12	\$167.79	\$173.66	\$179.74
	Consultant II	\$191.98	\$198.70	\$205.65	\$212.85
	Consultant III	\$228.52	\$236.52	\$244.80	\$253.37
	Principal Consultant I	\$271.11	\$280.60	\$290.42	\$300.58
	Principal Consultant II	\$353.56	\$365.93	\$378.74	\$392.00
	Technical Specialist III	\$162.12	\$167.79	\$173.66	\$179.74
	Sr Technical Specialist	\$191.98	\$198.70	\$205.65	\$212.85
	Prin Technical Specialist	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Prin Technical Specialist	\$271.11	\$280.60	\$290.42	\$300.58
	CADD Operator II	\$83.21	\$86.12	\$89.13	\$92.25
	CADD Operator III	\$97.28	\$100.68	\$104.20	\$107.85
	Sr CADD Operator I	\$113.28	\$117.24	\$121.34	\$125.59
	Sr CADD Operator II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr CADD Operator III	\$162.12	\$167.79	\$173.66	\$179.74
	Sr CADD Designer I	\$113.28	\$117.24	\$121.34	\$125.59
	Sr CADD Designer II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr CADD Designer III	\$162.12	\$167.79	\$173.66	\$179.74
	Computer Graphics Specialist I	\$83.21	\$86.12	\$89.13	\$92.25
	Computer Graphics Specialist II	\$97.28	\$100.68	\$104.20	\$107.85
	Computer Graphics Specialist III	\$113.28	\$117.24	\$121.34	\$125.59
	Computer Graphics Specialist IV	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Computer Graphics Specialist	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Computer Graphics Specialist	\$191.98	\$198.70	\$205.65	\$212.85
	Marketing Assistant I	\$83.21	\$86.12	\$89.13	\$92.25
	Marketing Assistant III	\$113.28	\$117.24	\$121.34	\$125.59
	Mkt Specialist	\$162.12	\$167.79	\$173.66	\$179.74
	Mgr Business Dev Sup	\$191.98	\$198.70	\$205.65	\$212.85
	Asst Architect	\$97.28	\$100.68	\$104.20	\$107.85
	Architect I	\$113.28	\$117.24	\$121.34	\$125.59
	Architect II	\$132.46	\$137.10	\$141.90	\$146.87

Exhibit F.2

Hood River Bridge Replacement Project

Billing Rate Sheet

	Sr Architect	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Architect	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Architect	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Architect	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Architectural Mgr	\$353.56	\$365.93	\$378.74	\$392.00
	Asst Environmental Scientist	\$97.28	\$100.68	\$104.20	\$107.85
	Environmental Scientist I	\$113.28	\$117.24	\$121.34	\$125.59
	Environmental Scientist II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Environmental Scientist	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Environmental Scientist	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Environmental Scientist	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Environmental Scientist	\$271.11	\$280.60	\$290.42	\$300.58
	CADD Supv I	\$132.46	\$137.10	\$141.90	\$146.87
	Intern II	\$83.21	\$86.12	\$89.13	\$92.25

Highlighted job classifications are due to the WSP acquisition of BergerAbam

Exhibit F.3

Hood River Bridge Replacement Project

Billing Rate Sheet

Aqua Terra Cultural Resource Consultants, LLC

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Principal	\$125.00	\$129.38	\$133.91	\$138.60
	Senior Archaeologist	\$96.00	\$99.36	\$102.84	\$106.44
	Project Archaeologist	\$85.00	\$87.98	\$91.06	\$94.25
	Architectural Historian	\$96.00	\$99.36	\$102.84	\$106.44
	CR Technician I	\$75.00	\$77.63	\$80.35	\$83.16
	CR Technician II	\$78.00	\$80.73	\$83.56	\$86.48
	Administrative	\$75.00	\$77.63	\$80.35	\$83.16

Exhibit F.4

Hood River Bridge Replacement Project

Billing Rate Sheet

Envirolssues, Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Anne Pressentin	Senior Associate	\$166.61	\$172.44	\$178.48	\$184.73

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Project Coordinator	\$81.85	\$84.71	\$87.67	\$90.74
	Business Development Coordinator	\$81.85	\$84.71	\$87.67	\$90.74
	Business Development Associate	\$96.46	\$99.84	\$103.33	\$106.95
	Associate I	\$96.46	\$99.84	\$103.33	\$106.95
	Associate II	\$122.77	\$127.07	\$131.52	\$136.12
	Associate III	\$154.92	\$160.34	\$165.95	\$171.76
	Graphic Designer	\$81.85	\$84.71	\$87.67	\$90.74
	Graphic Designer I	\$96.46	\$99.84	\$103.33	\$106.95
	Graphic Designer II	\$122.77	\$127.07	\$131.52	\$136.12
	Graphic Designer III	\$154.92	\$160.34	\$165.95	\$171.76
	Information Systems	\$81.85	\$84.71	\$87.67	\$90.74
	Information Systems Associate I	\$96.46	\$99.84	\$103.33	\$106.95
	Information Systems Associate II	\$122.77	\$127.07	\$131.52	\$136.12
	Information Systems Associate III	\$154.92	\$160.34	\$165.95	\$171.76
	Senior Associate	\$195.85	\$202.70	\$209.79	\$217.13

Exeltech Consulting, Inc.

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	President	\$230.00	\$238.05	\$246.38	\$255.00
	Bridge Program Manager	\$170.00	\$175.95	\$182.11	\$188.48
	Senior Project Engineer	\$167.00	\$172.85	\$178.90	\$185.16
	Project Manager	\$157.00	\$162.50	\$168.19	\$174.08
	Senior Bridge Engineer	\$132.00	\$136.62	\$141.40	\$146.35
	EIT	\$83.00	\$85.91	\$88.92	\$92.03
	Senior Detailer	\$85.00	\$87.98	\$91.06	\$94.25
	Detailer	\$64.00	\$66.24	\$68.56	\$70.96
	Documentation Assistant	\$85.00	\$87.98	\$91.06	\$94.25

Foundation Engineering, Inc.

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Principal Engineer	\$202.70	\$209.79	\$217.13	\$224.73
	Senior Engineer	\$167.95	\$173.83	\$179.91	\$186.21
	Project Engineer	\$108.59	\$112.39	\$116.32	\$120.39
	Project Geologist	\$103.29	\$106.91	\$110.65	\$114.52
	Staff Engineer	\$94.66	\$97.97	\$101.40	\$104.95
	Clerical	\$97.44	\$100.85	\$104.38	\$108.03

Exhibit F.5

Hood River Bridge Replacement Project

Billing Rate Sheet

HPR

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Senior Principal	\$225.00	\$232.88	\$241.03	\$249.47
	Senior Bridge Engineer	\$200.00	\$207.00	\$214.25	\$221.75
	Structural Manager	\$175.00	\$181.13	\$187.47	\$194.03
	Project Manager	\$190.00	\$196.65	\$203.53	\$210.65
	Project Engineer	\$175.00	\$181.13	\$187.47	\$194.03
	Construction Manager	\$175.00	\$181.13	\$187.47	\$194.03
	Senior Scientist	\$160.00	\$165.60	\$171.40	\$177.40
	Civil Engineer	\$150.00	\$155.25	\$160.68	\$166.30
	Structural Engineer	\$140.00	\$144.90	\$149.97	\$155.22
	Senior Planner	\$150.00	\$155.25	\$160.68	\$166.30
	Senior Landscape Architect	\$150.00	\$155.25	\$160.68	\$166.30
	Landscape Architect	\$130.00	\$134.55	\$139.26	\$144.13
	Quality Control Engineer	\$190.00	\$196.65	\$203.53	\$210.65
	Senior Civil Designer	\$150.00	\$155.25	\$160.68	\$166.30
	Planner	\$125.00	\$129.38	\$133.91	\$138.60
	Civil Designer	\$125.00	\$129.38	\$133.91	\$138.60
	Structural Designer	\$125.00	\$129.38	\$133.91	\$138.60
	Inspector	\$110.00	\$113.85	\$117.83	\$121.95
	BIM Specialist	\$130.00	\$134.55	\$139.26	\$144.13
	Landscape Designer	\$105.00	\$108.68	\$112.48	\$116.42
	Scientist	\$100.00	\$103.50	\$107.12	\$110.87
	Assistant Planner	\$95.00	\$98.33	\$101.77	\$105.33
	CAD Technician	\$105.00	\$108.68	\$112.48	\$116.42
	CAD Technician II	\$85.00	\$87.98	\$91.06	\$94.25
	Survey Manager	\$170.00	\$175.95	\$182.11	\$188.48
	Project Surveyor	\$150.00	\$155.25	\$160.68	\$166.30
	Survey Technician	\$110.00	\$113.85	\$117.83	\$121.95
	Survey Crew (Crew Chief)	\$120.00	\$124.20	\$128.55	\$133.05
	Survey Crew (Instrument Person)	\$80.00	\$82.80	\$85.70	\$88.70
	Senior Clerical	\$125.00	\$129.38	\$133.91	\$138.60
	Graphics Artist	\$125.00	\$129.38	\$133.91	\$138.60
	Clerical	\$90.00	\$93.15	\$96.41	\$99.78

Marianne Zarkin Landscape Architect LLC

Employee Name	Employee Title	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
Marianne Zarkin	Principal Landscape Architect	\$140.00	\$144.90	\$149.97	\$155.22
LA Staff	Landscape Architect	\$110.00	\$113.85	\$117.83	\$121.95
LA Admin	LA Admin	\$75.00	\$77.63	\$80.35	\$83.16

Northwest Hydro, Inc.

Employee Name	Employee Title	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
James Glaeser	Hydrographer	\$105.00	\$108.68	\$112.48	\$116.42
Field Staff	2 staff crew w/ vessel	\$225.00	\$232.88	\$241.03	\$249.47

-###-

Commission Memo



Prepared by: Fred Kowell
Date: August 6, 2019
Re: Authorized Check Signatories

The Port is governed by ORS 777.405 which requires two signatures on a check or warrant. With the change in Board members it is an appropriate time to have new signature cards for the Port bank accounts. Board members who are patrons of Columbia Bank are eligible signatories. Currently there are three Board members who are Columbia Bank patrons and they will be receiving an Information Sheet to be added to a signature card. If any Board member would like to open an account there, they would become eligible as well.

There is now only have one signatory on the Board, along with the Executive Director and Chief Financial Officer.

RECOMMENDATION: Approve Commissioner Dave Meriwether, Commissioner Kristi Chapman and Commissioner Hoby Striech, Michael McElwee and Fred Kowell as signatories for Port bank accounts.

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Account Owner or Authorized Signer Information Sheet



EXISTING ACCOUNT OWNER/AUTHORIZED SIGNER TO COMPLETE

Account Number: _____ Account Name: _____ Branch of Account: _____

I authorize the person whose name and received information appears below in "New Account Owner/Authorized Signer Information" and whose signature appears on the attached signature card, to be added to the account detailed above.

Add this person to the account as (check one): Account Owner (Personal Account) Authorized Signer (Business Account)

X Signature of Account Owner/Authorized Signer: _____ Printed Name of Account Owner/Authorized Signer: _____

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

IMPORTANT INSTRUCTIONS FOR NEW OWNER/AUTHORIZED SIGNER: Please carefully review the information below. If any information below is incorrect, please notify us immediately. This page must be signed in the presence of a Notary Public. Please copy your Primary ID (front and back) and attach to both pages of this form. The Notary will stamp this page and your copy of it.

NEW ACCOUNT OWNER/AUTHORIZED SIGNER INFORMATION

Last Name: _____ First Name: _____ Middle Initial: _____

Physical Residence or Business Address (required): _____ City, State, ZIP Code: _____

Mailing Address (if different): _____ City, State, ZIP Code: _____

Social Security Number: _____ Date of Birth: _____ Mother's Maiden Name: _____

Home Phone: _____ Cell Phone: _____ Line Address (if applicable): _____

Employer: _____ Position: _____ Work Phone: _____ Fax: _____

ID #1: Primary ID Type: _____ Issuer and ID Number: _____ Issue Date: _____ Expiration Date: _____

ID #2: Type: _____ Issuer Name: _____ Issue Date: _____ Expiration Date (if any): _____

NOTICE: Consumer reporting is provided by Equifax.

The information listed above is correct to the best of my knowledge. I authorize Columbia Bank to check credit and/or employment history should it deem necessary. I have copied the front and back of my Primary ID and attached to this form.

X Signature of New Account Owner/Authorized Signer (in the presence of a Notary Public): _____ Date: _____

Notary: In addition to the Notary information section below, please stamp with notary seal all photocopy ID documents attached to this form.

SUBSCRIBED AND SWORN TO before me this _____ day of _____

Notary Signature: _____

Title: _____

My appointment expires: _____

PERSONAL ACCOUNT IDENTIFICATION REQUIREMENTS

In the **ID #1** field on page 1 of this form, enter details of one item of Primary ID from the following list. Please make a copy of ID #1 (front and back), and attach to this form before you sign in the presence of a notary.

Primary ID Type	Information to Enter on Page 1
Driver's License with photo	State of Issue, License Number, Issue Date, Expiration Date
State ID with photo	State of Issue, License Number, Issue Date, Expiration Date
U.S. Military ID with photo	Number (if available), Issue Date, Expiration Date
U.S. Passport/Passport Card with photo	Number, Issue Date, Expiration Date
Foreign Passport with photo	Issuing Country, Number, Issue Date, Expiration Date
Resident Alien (Green) Card with photo	Number, Issue Date (if available), Expiration Date
Matricular Consular Card	Number, Issue Date (if available), Expiration Date
Tribal ID with photo and expiration date	Name of Tribe, Control # (if available), Issue Date (if available), Expiration Date (if available)

In the **ID #2** field on page 1 of this form, enter details of a second piece of Primary ID from the list above, or details of one item of Secondary ID from list below. Please **do not** provide a copy of ID #2.

Secondary ID Type	Information to Enter on Page 1
Visa/MasterCard/Discover Card/American Express	Issuer (to include Type of Card, e.g., Columbia Bank Visa), Expiration Date
Major Local Merchant Credit Card	Issuer, Expiration Date
License issued by Federal, State or Local Government Agency (e.g., gun permit, fishing or hunting license)	Issuer, Number, Expiration Date
Alien Registration Card with photo	Issuing Country, Number, Expiration Date
Employee ID for known company with photo	Issuer, Number, Expiration Date
Student ID for local school with photo	Issuer, Number, Expiration Date/School Year
Federal, State, County, City Employee ID with photo	Issuer, Number, Issue Date (if available), Expiration Date
Tribal ID without photo and/or without Expiration Date	Name of Tribe, Control Number (if available), Issue Date (if available), Expiration Date (if available)

BANK USE ONLY

This section to be completed by employee updating the account (see SOP 6-1, New Account Standards for details):

Copy Primary ID (front & back) stamped by notary | CIP Information verified (per SOP 6-30, CIP) | Qualification Report (if new client)

Printed Name _____ Branch # _____ Date _____

RETAIN BOTH PAGES OF COMPLETED FORM WITH NEW SIGNATURE CARD. SIGNED COPY ID ONCE VERIFIED.

Commission Memo



Prepared by: Anne Medenbach
Date: August 6, 2019
Re: Painting Contract with J & C Pro Painting LLC

Renaissance Learning, Inc. vacated the Wasco building on July 15th. As part of the lease negotiations with Cloud Cap Technology Inc., the Port committed to having the space painted, (one color) before Cloud Cap moves in on August 5th.

Staff first discussed the painting project with the Board on July 9th. As the new lease had just been finalized, project quotes and contract negotiations were not ready for approval before that meeting. However, the Board directed staff to move forward with the approved project budget of \$20,000.

Staff solicited quotes from three companies and received one from J & C Pro Painting. They executed a contract on July 17th and completed the work on July 26th for \$19,872.00. The work was excellent and both Port staff and Cloud Cap were pleased with the outcome.

RECOMMENDATION: Ratify contract with J & C Pro Painting LLC for painting at the Wasco building in the amount of \$19,872.00.

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J & C PRO PAINTING, LLC

EDGAR 360-980-1121

Invoice

Number 1231

Date 7/10/2019

Bill To
 Anne Medenback
 205 Wasco Loop Hood River Or
 541-386-5116
 amedenback@portofhoodriver.com

Ship To
 J&C PRO PAINTING, LLC
 WA LIC# JCPROCP905NC
 3506 NE 136TH AVE
 VANCOUVER, WA 98682

Description	Sales Tax	Amount
Interior- Prep work, cover floors, office decks, light fixtures, and any other small items needed. Fix small imperfection on walls. NOTE* Cracks on drywall are going to be repaired the best we can. Main area: walls and ceilings all one color using two coats of Promar 400 Eggshell. Will paint only walls for five office rooms, lunch room, and meeting room. *Ceilings will be done by airless spray. Walls will be done airless spray and backroll. Price includes labor, paint and materials.		\$19,872.00

Amount Paid \$0.00
 Amount Due \$19,872.00

Sub Total \$19,872.00
 Sales Tax 8.40% on \$0.00 \$0.00
 Total \$19,872.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$19,872.00	\$0.00	\$0.00	\$0.00	\$19,872.00

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

J & C Pro Painting LLC

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

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port ") and J & C PRO PAINTING LLC ("Contractor"). The parties agree as follows:

Project Title: Painting at 205 Wasco Loop, Hood River. 2nd floor.

- 1. Purpose: Interior Paint: Paint the walls and ceiling one color. 2nd floor offices, conference room and kitchen only.

CONTRACTOR DATA

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

Full Business Name: J & C Pro Painting LLC
 Contact Person: Edgar Gonzalez
 Address: 3506 NE 136th Ave.
 City, State, ZIP: Vancouver, WA 98682
 Business Telephone: (360) 885-4583
 Fax:
 Email: jandcpropainting@gmail.com
 Oregon CCB License Number: 198716

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

TERMS AND CONDITIONS

- 1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: July 22, 2019
 - b. Anticipated Final Completion Date: August 5, 2019
 - c. "Work Time In Calendar Days": 15 days
- 2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
- 3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
- 4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
- 5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt

- Exhibit G – Contractor's Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit L – Plans and Specifications

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

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

- any other equitable and legal remedies that are available.
- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and all of Contract payments for which the Contractor has completed the work.
- 12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
- 13. **Inspection and Acceptance of Work:** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
- 14. **Compliance with Applicable Law:** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.190: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
- 16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 810, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
- 17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals. Contractor shall install all products per the manufacturer's specifications.
- 18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract.

The parties further agree not to discriminate in their employment or personnel policies.
27. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

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

CONTRACTOR:

José Gonzalez Fl.
Contractor's Signature

Member/owner
Contractor's Title

Jose Gonzalez Flores
Contractor's Printed Name

7-15-19
Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE
(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Paul Lowell Lee Michael McElwre
Michael McElwre, Executive Director

07-17-2019
Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 205 Wasco Street in Hood River Oregon

2nd floor-

- Prep walls, doors, windows for painting
- Paint all walls EXCEPT:
 - South wall in main office area
 - IT room
 - Half wall in reception area
- Paint all one color. Two coats of Promar 400 eggshell
- Ceiling will be completed using airless spray and backroll
- Furniture and cubicles will be moved by others.
- Keep existing cove base
- Cracks will be repaired with out sheetrock repair, as best as can be.
- Paint over electrical conduit on ceiling, no need to cover.
- Price includes labor and materials

CONTRACT WAGE RATES:

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

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$19,872.00

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

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

If submitted electronically, to:
porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

J & C Pro Painting LLC
3506 NE 136th Ave.
Vancouver, WA 98682

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

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

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

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

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

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

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

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

Jose Gonzalez Jr.
Signature

Member/Owner
Title

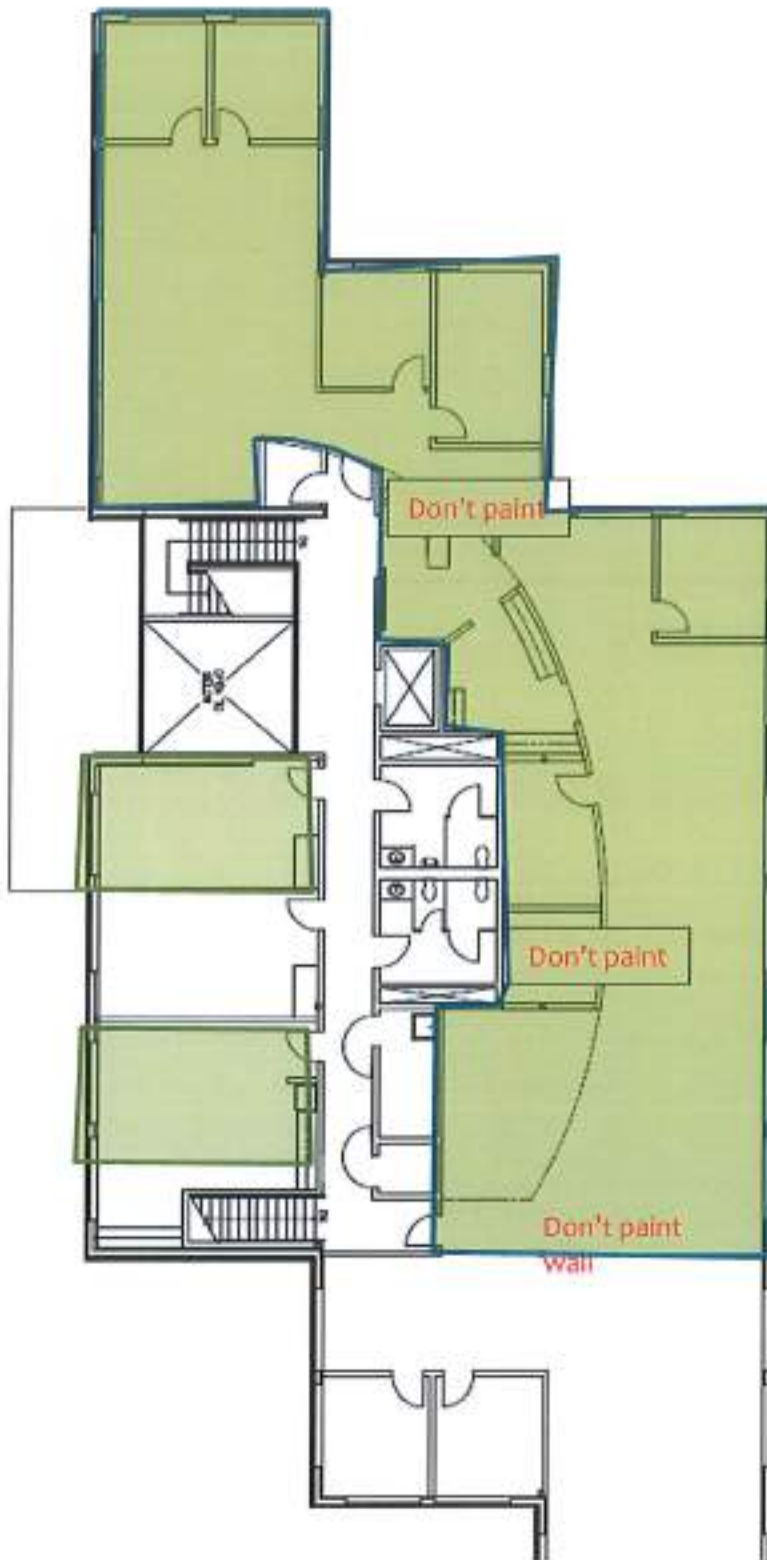
7-15-19
Date

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

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

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 315.167.
3. **Recycling:** If the contract involves lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 655.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

Exhibit L



J & C PRO PAINTING, LLC

EDGAR 360-980-1121

Estimate

Number E653

Date 7/10/2019

Bill To

Anne Medenback
205 Wasco Loop Hood River Or
541-386-5116
amedenback@portofhoodriver.com

Ship To

J&C PRO PAINTING, LLC
WA LIC# JCPROCP905NC
3506 NE 136TH AVE
VANCOUVER, WA 98682

Description	Sales Tax	Amount
Interior- Prep work, cover floors, office decks, light fixtures, and any other small items needed. Fix small imperfection on walls. NOTE* Cracks on drywall are going to be repaired the best we can. Main area: walls and ceilings all one color using two coats of Promar 400 Eggshell. Will paint only walls for five office rooms, lunch room, and meeting room. *Ceilings will be done by airless spray. Walls will be done airless spray and backroll.		
Price includes labor, paint and materials.		\$19,872.00

** Upon accepting and signing estimate a 50% deposit is needed prior to any work being done. Once job is complete remaining balance is due. Estimate is valid for 90 days only.

Amount Paid	\$0.00		
Amount Due	\$19,872.00	Sub Total	\$19,872.00
		Sales Tax 8.40% on \$0.00	\$0.00
		Total	\$19,872.00



CCB License Summary:

J & C PRO PAINTING LLC

About this Business

License #: 198716
 Status: Active
 First Licensed: 1/11/2013

[Learn more about this business](#)

Unpaid Debt (Covers past 10 years)

Unpaid Claims [?]	\$0.00
Unpaid Civil Penalties [?]	\$0.00

Complaint History (Covers past 10 years)

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

Disciplinary History (Covers past 10 years)

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

Administrative Suspensions (Covers past 10 years)

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

Find License Information from Other Agencies

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

[BACK](#)

[BACK TO CCB HOME](#) | [BACK TO SEARCH](#)
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Commission Memo



Prepared by: Fred Kowell
Date: August 6, 2019
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$8,287.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$8,287.00
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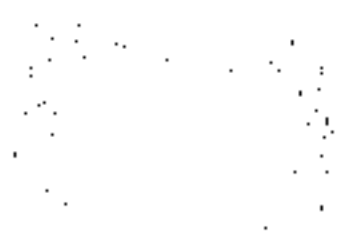
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JAQUES SHARP

ATTORNEYS AT LAW

205 3RD STREET / PO BOX 457
HOOD RIVER, OR 97031
(Phone) 541-386-3111 (Fax) 541-386-3771

CREDIT CARDS ACCEPTED



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

Page 1
June 30, 2019
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
22.00	895.00	0.00	0.00	-22.00	122.00 \$895.00
TURTLE ISLAND INCORPORATED (Lease)					
0.00	198.00	0.00	0.00	0.00	302-5520 \$198.00
MISCELLANEOUS MATTERS JJ					
396.00	594.00	0.00	0.00	-396.00	1-6570 \$594.00
HRD LEASE (Hood River Distillers)					
1,730.00	858.00	0.00	0.00	1,730.00	302-5520 \$858.00
LAND USE AGREEMENT-HOOD RIVER COUNTY MUSEUM					
22.00	0.00	0.00	0.00	-22.00	\$0.00
PROPERTY TRANSACTION SALE					
44.00	0.00	0.00	0.00	-44.00	\$0.00
LEASE (Office Lease DMV Building Congressman)					
22.00	0.00	0.00	0.00	-22.00	\$0.00
LEASE (Cloud Cap Technology)					
1,056.00	1,738.00	0.00	0.00	-1,056.00	800-5520 \$1,738.00
STORM LINE SINK HOLE (Hood River Distillers area)					
1,518.00	2,464.00	0.00	0.00	-1,518.00	1500-322 \$2,464.00
MASTER LEASE 2010					
3,938.00	1,498.00	0.00	0.00	-3,938.00	3,000-5520 \$1,498.00

HOOD RIVER, PORT OF

Account No: June POI

Previous Balance	Fees	Expenses	Advances	Payments	Balance
PROPERTY PURCHASE 0.00	22.00	0.00	0.00	0.00	<i>30000.00</i> \$22.00
PROPERTY PURCHASE 110.00	0.00	0.00	0.00	-110.00	\$0.00
PROPERTY PURCHASE 220.00	22.00	0.00	0.00	-220.00	<i>1500-220</i> \$22.00
<u>9,198.00</u>	<u>8,287.00</u>	0.00	0.00	<u>-8,168.50</u>	<u>\$8,287.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30th OF JUNE UNLESS OTHERWISE STATED

Commission Memo



Prepared by: Tyler Mann
Date: August 6, 2019
Re: Research on Oregon Bridges

Oregon's infrastructure is reaching a critical condition where if steps are not made to improve roads and bridges, a serious crisis could develop. Bridges are crucial to Oregon transit, but many are old and nearing the end of their useful life.

Overtime, these bridges will eventually fail, and Oregon will be overwhelmed with bridge repairs. Another concern is the Cascadia Subduction Zone fault off the western coast. Most bridges are not engineered to withstand an earthquake of that predicted magnitude. Options for improvement are few and with so many bridges in need of repairs, government funding will be scarce.

One option available is tolling. By implementing a tolling system at bridges reaching structural inadequacy, bridge owners can have a new form of revenue to make improvements and repairs for present and future needs. By researching bridges in Oregon, one can find structurally inadequate bridges or bridges nearing structural inadequacy that could potentially become self-funded toll bridges.

I will be presenting my research and findings on this study at the board meeting on August 6, 2019.

RECOMMENDATION: Information.

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Commission Memo

Prepared by: Michael McElwee
Date: August 6, 2019
Re: Executive Director 19/20 Workplan



Attached is the initial draft of the Executive Director's FY 19/20 Workplan. I have identified the priority projects and tasks listed based on incomplete items from last fiscal year's work plan, our strategic business plan and my understanding of the Commission's direction on various issues from prior discussions. Each Commissioner should review this list and consider additions, deletions or modifications. The objective is to finalize this work plan and obtain formal Commission approval at the August 20 regular meeting.

RECOMMENDATION: Discussion.

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**EXECUTIVE DIRECTOR
FY 19/20
WORK PLAN**
COMMISSION REVIEW DRAFT: 8/6/19

Action:	Expected Completion	Completion
I. AGENCY-WIDE MANAGEMENT		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth.	10/15/19	
2. Update the 2014 Strategic Business Plan including a “Fiscal Sustainability Financial Model” anticipating the projected financial and operational performance of the Port assuming different bridge replacement assumptions.	4/15/20	
3. Select and install an appropriate software program to efficiently manage Port properties and projects.	6/30/20	
4. Evaluate the potential to enhance operational efficiencies through collaboration with Hood River Valley Parks & Recreation if approved by the Commission.	11/1/19	
II. REAL ESTATE DEVELOPMENT & PLANNING		
<i>Goal: Create significant, positive momentum toward development of the Port’s Real Estate Portfolio consistent with community objectives and Commission direction.</i>		
1. Work with the Commission to obtain specific approval of next real estate development acquisition and/or development priorities.	9/10/19	
2. Evaluate options for implementation of Expo Phase II Based on existing DDA with Key Development.	10/30/19	
3. Resolve Port role and participation in the plan to re-route the waterfront storm line.	6/30/20	
4. Confluence Business Park (Lot #1)		
A. Prepare a strategy for phased implementation of Infrastructure with and without availability of tax increment financing.	10/1/19	
B. Seek City approval for an extension of the Preliminary Subdivision Plan.	11/15/19	

- C. Update the Waterfront traffic model to determine aggregate impacts of recent waterfront development. 12/1/19
- D. Prepare a Disposition and Development Policy for Commission review and discussion. 4/1/20
- E. Prepare a City/Port Public Improvement Development Agreement for Commission review. 5/15/20
- 6. Lower Mill Site
 - A. Prepare final DDA with Wy'East Laboratories for Commission approval. 12/15/19
 - B. Complete construction of access driveway and completion of grading of lot 902 including wetland fill as allowed per DSL permit. 10/31/19

III. WATERFRONT RECREATION
Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.

- 1. Work with OSMB to reach agreement on approach for long-term upgrades to the Transient Boat Dock area. 12/15/19
- 2. Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2020. 1/30/20
- 3. Prepare final plans for upgrades to the Event Site Restroom Block and construct upgrades if approved by Commission. 6/01/20
- 4. Install new access ramp and connection for existing docks in the Nichols Boat Basin. 6/1/20
- 5. Develop and install an integrated signage plan for the Waterfront trail system. 4/1/20
- 6. Obtain Commission approval for updates to Ordinance 24 and the Marina Rules & Regulations. 11/1/19
- 7. Install new Marina management software. 6/30/20

IV. BRIDGE/AIRPORT
Goal: Complete significant transportation improvements to enhance site development and economic development objectives.

- 1. Complete evaluation of the concrete approach ramps and identify a specific scope and schedule for repairs. 1/15/20
- 2. Bridge Replacement
 - A. Prepare a scope of work and schedule for Implantation of Bridge Replacement Phase II "Pre-Development". (56)

- B. Reach 75% completion of the FEIS/NEPA scope being carried out by WSP Engineering. 6/30/20
- 3. Complete construction of the Connect Six project Project. 6/30/20
- 4. Complete bidding and grant process for North ramp construction. Construction starts 5/2020
- 5. Prepare a “Marketing & Development Strategy” and update the Business Plan for the Ken Jernstedt Airfield. 1/15/20

V. ECONOMIC DEVELOPMENT
Goal: Ensure that the Port’s role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.

- 1. Assess opportunities for collaboration among local public agencies and non-profits. 3/15/20

VI. COMMUNICATIONS & COMMUNITY RELATIONS
Goal: Increase the understanding and awareness of the Port’s activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.

- 1. Update Communications Plan for Commission approval. 02/15/20

VII. GOVERNANCE & BOARD COMMUNICATIONS
Goal: Evaluate the Board’s governance and communications policies and provide recommendations for improvements.

- 1. Update the board & staff training policy. 02/1/20
- 2. Continue to implement the existing plan for regular communication and management updates with Commission President and individual Commissioners. Ongoing

VII. PERSONNEL MANAGEMENT
Goal: Ensure that appropriate personnel policies are in place.

- 1. Revise/streamline staff performance evaluation forms 2/15/20
- 2. Complete a modified 360 review of Executive Director performance and present to Personnel Committee. 5/1/20

VII. NEW OR UNPLANNED INITIATIVES
Based on new Commission direction or identified need

VII. NEW OR UNPLANNED INITIATIVES

Based on new Commission direction or identified need

Commission Memo



Prepared by: Genevieve Scholl
Date: August 6, 2019
Re: Livestreaming Commission meetings

Commissioner Chapman has requested that a discussion about live-streaming Commission meetings be included on tonight's agenda. Staff has done limited research on available live-streaming services and associated costs but will be able to provide a more in-depth report in the future should the Commission choose to pursue live-streaming.

Live-streaming public meetings has become increasingly popular as a way to encourage civic engagement and transparency for public bodies. Both the City of Hood River and the City of The Dalles have live-streamed city council meetings in the past, utilizing the services of a local company called Immense Imagery.

There are some public record issues to consider, specific to whichever streaming platform is used (Facebook, YouTube, etc.) but staff does not at this time anticipate any significant obstacles to adopting this new media into the Port communications practices. In terms of hard costs, audio equipment (microphones, mixers) would need to be procured or provided by a third-party vendor. There may be software and online storage costs, and additional staff time to manage the stream. Staff will prepare necessary cost estimates based on Commission direction.

Commission direction is sought on the utility and benefit of live-streaming Port Commission meetings, committee meetings, and any other special public meetings such as the Bridge Replacement EIS Working Group meetings.

RECOMMENDATION: Discussion.

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Commission Memo

Prepared by: Michael McElwee
Date: August 6, 2019
Re: FORTH Mobility DOE Grant Application



In May of 2019, the non-profit organization Forth Mobility approached the Port of Hood River seeking support for an application for grant funding from the U.S. Department of Energy to install electric vehicles and charging stations in Hood River for a community car sharing program. The proposed program would attempt to demonstrate, in part, whether such infrastructure could increase access to electric vehicles and enhance mobility for lower income populations in rural areas. The proposal was also brought to staff's attention by Commissioner Meriwether, the Port's representative on the Hood River Energy Council, through Marla Harvey, the Energy Plan Coordinator. Additionally, Columbia Area Transit Executive Director Patty Fink was active in encouraging the Port's involvement, as one proposed location for the charging station is located near to the current CAT bus stop at the Barman Property.

The Commission discussed this matter at their regular meeting on June 4, 2019. Based on the discussion at that meeting, staff understood that the Port was interested in acting as a minor project partner and supported preparation of a letter of support.

Attached is the letter of support dated June 5, 2019, a summary of the Forth proposal, and the full application submitted by Forth to the USDOE. Commissioner Chapman has requested that the Commission engage in further discussion about this proposal and the Port's support.

RECOMMENDATION: Discussion.

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Project Title: Clean Rural Shared Electric Mobility: The CRuSE Project

Applicant: Forth, Principal Investigator: Zach Henkin, PMP, Deputy Director, Forth

Objective:

The Clean Rural Shared Electric Mobility (CRuSE) Project seeks to demonstrate that round trip plug-in electric vehicle (PEV) car sharing can serve rural communities in a financially sustainable way, while benefitting low-income residents, government and local businesses, the town at large, and tourists. Round trip car sharing, provided by firms like ZipCar, has been well established in many urban centers for years. Rural and low-income communities could benefit most from car sharing services, due to lack of density to support traditional transit, biking, or other options, but car sharing is virtually unknown outside of major urban centers. Hood River, Oregon, will be the initial test site, a town with an estimated population of 8,000. Situated in a rural area of the Columbia Gorge, Hood River boasts strong tourism appeal as a nationally-recognized venue for wind surfing and kiteboarding, along with other attractions. With a combination of typical small-town living, nearby agricultural work and tourism, Hood River presents an ideal opportunity to test, assess, and hone how best to offer an attractive PEV car sharing service, in a rural setting, to benefit drivers from multiple sectors.

Project Description: Methods and Project Partners:

The CRuSE Project envisions a three-year demonstration program, with five PEVs stationed throughout Hood River, at affordable housing sites, the city center, and tourist destinations. American Honda is loaning five post-lease Clarity EVs to the project. Envoy Technologies will provide the car sharing platform, enabling users to reserve and access vehicles via a smart phone, paying by the minute or hour, and returning the PEV to its home base. As part of this Project, Envoy will provide a Spanish translation of its app to appeal to diverse community members, alternate payment mechanisms to meet the needs of those without access to credit cards or bank accounts, and tiered pricing structures, enabling different prices to be charged to different user groups, enabling the potential for subsidies to be offered to qualified user groups.

Forth will work with the City of Hood River, Hood River Columbia Area Transit, the Port of Hood River and Ride Connection, along with several community organizations such as Columbia Cascade Housing Corporation (an affordable housing provider) and Mid-Columbia Economic Development District to assess transportation needs and establish Envoy car sharing at optimal parking locations. Several of these organizations have indicated a willingness to provide a parking space for car sharing services throughout the three-year project period. PEV Charging installations will be facilitated by the local utility, Pacific Power, and OpConnect.

Pacific Northwest National Laboratory will perform data collection and analysis, to help the Project develop a model of financially sustainable car sharing, which will be refined and improved throughout the project. Forth and Columbia Willamette Clean Cities will disseminate the findings via webinars, conferences, regional workshops, to publicize results and entice other Clean Cities Coalitions to pursue initiating PEV car sharing in rural communities, nationwide.

Potential Impact: If successful, the CRuSE Project could bring PEV car sharing services to underserved rural communities nationwide, providing rural America with improved transportation access, energy efficiency benefits, environmental benefits, at lower costs to users.

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

Jeff Allen, Executive Director
Forth
2035 NW Front Avenue
Portland, Oregon 97209

June 5, 2019

RE: Port of Hood River Cost Share Letter of Commitment for Forth's proposed Rural EV Carshare Project in Hood River, OR

The Port of Hood River ("Port") is pleased to partner with Forth to demonstrate and refine a model of sustainable electric vehicle car sharing that serves rural communities and provides practical, affordable, new mobility options to drivers in the Hood River community, including low-income residents.

The Port believes that the demonstration project proposed by Forth – providing electric vehicles at affordable housing sites in Hood River, as well as other venues where government, townspeople, local businesses and visitors can access round-trip car share rentals, will offer many benefits to the Hood River community while yielding valuable information that advances the viability of rural EV car sharing. The Port believes that, through this demonstration program, community members can benefit from a new, clean, shared economical and energy efficient driving option while increasing awareness of the practicality and affordability of electric vehicles. In addition, this project will help the Port and the Hood River community meet the goals and strategic vision of the Hood River County Energy Plan, adopted in 2018, by transportation electrification through shared mobility.

The Port of Hood River is the primary economic agency within Hood River County. The Port owns and operates the Hood River-White Salmon Interstate Bridge, the Ken Jernstedt Airfield, the Hood River Marina, numerous recreational facilities, and multiple light industrial and commercial properties.

The Port is pleased to provide this letter of commitment to Forth, indicating our cost share commitment of **\$7,320** over the three-year project, if the project receives funding from the U.S. Department of Energy. Our in-kind cost share commitment consists of the contribution of two parking spaces on the Hood River Waterfront for three years, valued at **\$3,240**, and staff time to coordinate project activities for three years, with a value in the amount of **\$4,080**. This represents less than 1% of the total project cost.

The Port is pleased to participate in this project to demonstrate, refine, and disseminate a model for electric vehicle car sharing in rural communities, which can enhance the quality of life for diverse community members, improve air quality, expand transportation electrification and bring its energy efficiency benefits to rural communities. We look forward to working with Forth and other project partners on this exciting initiative.

Sincerely,

Michael S. McElwee
Executive Director

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Applicant Name: Forth

Control Number: 2014-1661



Project Title: Clean Rural Shared Electric Mobility: The CRuSE Project

Response to
Department of Energy (DOE)
Office of Energy Efficiency and Renewable Energy (EERE)

Funding Opportunity Announcement (FOA) Number: DE-FOA-0002014

**Fiscal Year 2019 Advanced Vehicle Technologies Research Funding Opportunity
Announcement (FOA)**

CFDA Number: 81.086
Area of Interest 6b: New Mobility Services in Rural America

Team Members:

Project Lead- Forth
Clean Cities Coalitions –Columbia Willamette Clean Cities Coalition
Local Governments and Metropolitan Planning Organizations– City of Hood River
Utility –Pacific Power
Mobility Partners – Envoy Technologies, American Honda, OpConnect, Ride Connection, Hood
River Columbia Area Transit
Other Partners: Columbia Cascade Housing Corporation, Mid-Columbia Economic Development
District, Port of Hood River, Pacific Northwest National Laboratory

Business Point of Contact

Jeff Allen
Executive Director, Forth
2035 Forth Avenue, Suite 204
Portland, OR 97209
(503)-724-8670
jeffa@forthmobility.org

Technical Point of Contact

Zach Henkin
Deputy Director, Forth
2035 Forth Avenue, Suite 204
Portland, OR 97209
(503) 724-8670 Ext. 103
zachh@forthmobility.org

No confidential information is included in this submission

Project Overview

Background

The Clean Rural Shared Electric Mobility Project (the “CRuSE Project”) is a natural next step for Forth and its partners. The CRuSE Project -- demonstrating plug-in electric vehicle (PEV) car sharing in rural Hood River, Oregon, with a focus on low income populations, and a goal to create a sustainable rural PEV car sharing model -- builds on Forth’s strong history of success advancing innovative, shared electric mobility. As the lead for the CRuSE Project, Forth will continue its legacy of collaborating with diverse partners to bring the mobility innovation of PEV car sharing out of large urban areas and into the rural Hood River community, enabling citizens in rural America to experience the real-life benefits of electric shared mobility. By teaming with our project partners and the Pacific Northwest National Laboratory, Forth will ensure the CRuSE Project develops the data and analyses needed to dissect, refine, and expand core understanding of challenges and critical success factors for rural PEV car sharing, to create a financially sustainable model that will be shared with other communities.

Forth is a mission-driven nonprofit 501(c)6 trade organization with an affiliated 501(c)3, the Forth Mobility Fund. Forth has over 170 members including most automakers and charging providers, and many electric utilities and local governments. These relationships give Forth a deep understanding of the electric, smart and shared mobility challenges faced on all sides. Forth’s work advancing mobility options includes recent collaborative projects to create a Northwest Electric Showcase via a \$1 million USDOE grant led by the same Project Investigator as this effort, a \$500,000 Washington State contract to install fast chargers along the Interstate 5 corridor, a \$500,000 annual contract to advise 25 cities around the country participating in the Bloomberg American Cities Climate Challenge, and other large government and utility contracts. Forth’s innovative mobility demonstration projects include electrifying shared mobility options in a low-income Portland, Oregon neighborhood enabling residents to explore community-wide use of shared electric vehicles (EVs) and electric bikes, and our partnership with Lyft to launch high-range hybrids and electric vehicles in their GreenMode ride-hailing services in April 2019.

Forth is a national leader in consumer engagement, and our work is grounded in sharp, accessible communications and awareness campaigns. Forth’s EV 101 and Workplace Charging literature is being used throughout the Pacific Northwest and has been modeled by a number of Clean Cities partners and Electrify America.

The annual Roadmap conference Forth organizes each year in Portland, Oregon brings together U.S. and international leaders to advance the industry and push the envelope for innovative approaches spurring plug-in electric vehicle (PEV) adoption. The 2018 Roadmap conference had over 800 attendees. The annual Roadmap conference will serve as an ideal platform for disseminating the lessons learned from this project. In addition, in 2020 Forth will be hosting, with the Electric Drive Transportation Association (EDTA), the Electric Vehicle Symposium (EVS) 33 conference in Portland and will use this conference with 10,000+ attendees as a platform for amplifying awareness and findings of the CRuSE Project.

Project Goal

The overall project goal of the Clean Rural Shared Electric Mobility Project (CRuSE Project) is to demonstrate that round trip electric vehicle car sharing can serve rural communities – including low income residents – in an effective and financially sustainable way, and to develop the tools and voice to educate, encourage and replicate PEV car sharing in other rural communities. Hood River, Oregon, situated in a rural area of the Columbia Gorge (population 8,000), will be the initial test site for conducting our demonstration and project refinement.

Personal mobility is going through major disruptions, with new services ever more common in North American cities. Rural and low-income communities could benefit most from these services, due to a lack of density to support traditional transit, biking, or other transportation options, but these new mobility options are virtually unknown outside of major urban areas. Round trip car sharing, provided by firms such as Zipcar, have been well established in many urban centers for years, and increasingly are adding plug-in electric vehicles to their mix of vehicles. Users typically reserve and unlock a vehicle with a smartphone, rent by the minute or the hour, and return the car to its home location. Fuel and insurance are included in pricing.

However, round trip car sharing services are not available in most rural areas. Major challenges include low population density; lack of charging infrastructure; lack of familiarity with car sharing or electric vehicles; longer driving distances; and the need to cover upfront costs of vehicles and charging until adequate demand is demonstrated.

Forth has assembled a strong team of EV and mobility business experts, City and regional stakeholders, the local transit agency and utility, affordable housing and other community organizations, and expert data analysts to design and implement this rural, PEV car sharing demonstration project, and assess its viability. Further, the CRuSE Project will amplify findings and disseminate learning, in real time, through our expert team skilled in communications, consumer and City engagement. The CRuSE team will offer hands-on technical assistance to implement similar rural, PEV car sharing projects with local Clean Cities Coalitions.

Leveraging support from the U.S. Department of Energy grant, American Honda (donation of five post-lease PEVs), Pacific Power, and Envoy Technologies' car sharing platform, the CRuSE Project will significantly reduce many upfront cost challenges and other barriers to PEV car sharing deployment at five sites in Hood River, to achieve the following targeted improvements:

- Increase the Hood River community's PEV exposure and use in the 3-year project period
- Initiate, and grow, PEV car sharing usage among each of three market segments (i) low-income residents, (ii) business, government and townspeople, and (iii) tourists, over the 3-year project period, with data and feedback from user surveys, operations, and economics to enhance understanding and inform iterative Project refinements
- Document PEV car sharing's energy efficiency, air quality and GHG benefits
- Document PEV car sharing's impact on users' mobility patterns, costs, and convenience
- Enhance Envoy technology's car sharing app to appeal to low-income residents via:
 - Spanish language translation for the PEV car sharing app
 - Tiered pricing, creating an opportunity for subsidies to qualified market segments
 - Alternate payment mechanisms to increase access for unbanked individuals

- Identify key success factors, and develop a financially sustainable PEV car sharing model that is replicable in other rural communities
- Produce an online, regularly updated toolkit with data, resources, best practices, and interim and final reports, and a final case study
- Encourage replication in other rural communities through webinars and at least 3 regional workshops and presentations at a minimum of 10 other conferences and workshops
- Provide hands-on technical assistance to help three other rural regions around the country to implement similar carsharing projects in partnership with local Clean Cities Coalitions

Critical success factors will include the CRuSE project's ability to (i) entice Hood River's low-income residents, government, businesses, townspeople, and tourists to first try, then grow their PEV carsharing use; (ii) obtain qualitative and quantitative data from users, operations, and revenue streams so data analytics can inform our understanding of what is/ is not working, leading to on-going design improvements and the discernment of a replicable, financially viable model; and (iii) encourage other rural regions to implement similar car sharing projects.

To address critical success factors, the CRuSE Project will adopt a nimble, adaptive strategy to carefully measure and adjust its tactics based on what is producing results, and will work to actively engage with the Hood River community and project partners to overcome obstacles. Mitigating forces that will help ensure we achieve the overall project goals include:

- The City of Hood River, Port of Hood River, Mid-Columbia Economic Development District, Hood River Columbia Area Transit, and Columbia Cascade Housing Corporation are enthusiastic project partners who welcome the five-PEV car share project, noting it supports the Hood River Energy Plan goals to foster transportation electrification through shared mobility. Many more community members (with ties to the low-income community) are willing to help with education, outreach, and promotion.
- Prior Forth EV car sharing demonstrations yielded findings that specifically guided the three technology developments this Project will achieve: (i) Spanish language translation for the Envoy EV car sharing app (ii) Tiered pricing, to create a means for subsidies to qualified market segments, and (iii) non-bank alternate payment mechanisms.
- Envoy Technologies, OpConnect, and Pacific Northwest National Laboratory will share data and plans for user surveys (while trusted community members will conduct surveys)
- Columbia Willamette Clean Cities Coalition and Forth are renowned for their expertise and deep ties in the smart, connected, and electric mobility world, increasing the likelihood of effective outreach, education, and exploration of rural PEV car sharing projects by other Clean Cities Coalitions and partners.

DOE Impact

No other source of funds is available to test and build a market for rural PEV carsharing because new mobility programs are typically funded by high-risk capital (i.e. venture capital), and rural areas aren't generally considered attractive early markets for new technologies. To date, except for rural college and university campuses, car share platform companies have generally avoided rural communities. DOE funding is critical to overcome upfront cost barriers, and entice project partners to participate in, round-trip PEV car sharing in a rural community.

Technical Description, Innovation, and Impact

Relevance and Outcomes

The CRuSE Project aims to transfer the mobility innovation of round-trip car sharing (available in major urban centers from firms like Zipcar for more than 15 years) to the small, rural city of Hood River, Oregon, using plug-in electric vehicles available for rent via Envoy Technologies' car sharing platform. While the CRuSE Project need not rely on a specific brand offering car sharing services, partnership with Envoy brings unique expertise and benefits.

Envoy was selected as the car sharing partner in the CRuSE Project because Envoy's business model offers only plug-in electric vehicles in a private, community-based shared mobility platform for apartments, hotels and workplaces. Founded in April 2017, Envoy's platform provides a "plug n' play" opportunity to property management companies offering PEVs as a community amenity. Envoy's car sharing service is tech-enabled, with a full-mobile interface including reservation, vehicle access and control through users' phones.



The first aim of this three-year demonstration will be to establish a fundamental understanding of PEV car sharing's application and use in a rural setting in America, as virtually no data or models exist to document this untested concept today. Further, the project seeks to craft a model illustrating ways that PEV carsharing can be financially viable in Hood River and other rural communities, and share that model with a broad audience by leveraging Columbia Willamette Clean Cities Coalition and Forth's outreach expertise to communicate lessons learned and promote interest and adoption by other rural communities.

The appeal of round-trip car sharing is that it provides users with access to cars on a short-term basis, without the financial burden of car ownership. Drivers typically reserve and unlock a vehicle with a smartphone, rent by the minute or the hour, and return the car to its home location. Fuel and insurance are included. In progressive urban areas, some round-trip car sharing services have begun to include PEVs among their mix of offerings. Round-trip car sharing can also enable users to delay or forego the purchase of a vehicle, downsize by one or more cars, or

eliminate car ownership altogether. As illustrated in the image below, AAA estimates that owning a personal car typically costs \$9,122 per year (\$760 per month), so the potential for cost savings through car sharing is significant, especially for low-income households.



Since high usage drives the financial viability of car sharing, private companies tend to steer car sharing services to dense, parking-constrained, affluent urban neighborhoods, city centers, and colleges and universities. The private car sharing business sector is developing important, attractive new mobility options, but high risks typically prevent companies from offering these services to low-income users or rural market segments. Indeed, research has shown that car sharing – even without the use of plug-in electric vehicles – may offer significant societal and environmental benefits, leading to greater use of non-automotive transportation options and lower greenhouse gas (GHS) emissions.¹ Rural residents in general – even if they don’t use an EV car sharing service themselves-- could also benefit from increased exposure to EVs due to their lower operating/fuel costs, energy efficiency, and environmental benefits of electric vehicles.

The CRuSE project seeks to overcome car sharing’s low-income and rural area gaps in the private sector marketplace, stepping into rural Hood River, Oregon with a demonstration project to offer five post-lease Honda Clarity electric vehicles (donated for use to the CRuSE Project by American Honda) through the Envoy car sharing platform, at five separate venues, targeting a mix of users: (i) affordable housing residents, (ii) local businesses / government / townspeople, and (iii) tourists. The mix of users is key, as explorations of rural electric vehicle car sharing in

¹ <http://innovativemobility.org/wp-content/uploads/2015/03/Greenhouse-Gas-Emission-Impacts-of-Carsharing-in-North-America-publication.pdf>

European settings have demonstrated greater success and financial viability serving low-income populations when PEV car share offerings extend to tourists and businesses, as well.²

Research and data analysis by Pacific Northwest National Laboratory will quantify operational metrics that will inform ways to increase usage, quantify the program's energy efficiency and environmental benefits, and analyze the economics of the EV carsharing demonstration. PNNL's contributions to the CRuSE project focus on survey design, analysis software, and analyses of PEV car sharing data. The scope of the design to which PNNL contributes is limited to questions to be asked when an EV is checked out. The data to be analyzed by PNNL includes responses to these surveys, along with existing charging station information and data already gathered as part of the Envoy system.

The analyses will include gaining a general understanding of Hood River PEV car sharing users' transportation purposes, patterns and ranges. Focused analyses on these topics will also be developed and executed to contribute to: 1) understanding energy efficiency of the PEV car sharing program, 2) estimates of mobility gains (or other changes) as a result of the PEV car sharing, 3) assessment of economics and sustainability of rural PEV car sharing programs, and 4) information to help support environmental assessments of PEV cars sharing programs. The baselines for these comparisons are from surveys – both the preliminary survey of residents and the survey done upon check-out of an EV vehicle. The actual trip characteristics are available from Envoy – such as vehicle location tracking, telematics, speed etc. The kWh usage of electricity from OpConnect will be used to contribute to understanding of energy efficiency of the EV car sharing program. The three primary user types (affordable housing residents, tourists, and government, business and townspeople) provide an opportunity to understand how different proportions of individuals of these types affect the economics and sustainability of a PEV car sharing program. The project will share the PNNL summary analyses and information with DOE's SMART Mobility Laboratory Consortium.

The CRuSE project is specifically structured to meet the DOE Area of Interest 6b, New Mobility Services in Rural America, Specific Requirements:

- The Project is focused on bringing car sharing services to rural Hood River county
- The Project emphasizes data collection and analysis provided by Pacific Northwest National Laboratory (PNNL), and we will share summary level analyses and information with the DOE's SMART Mobility Laboratory Consortium
- Teaming arrangements. The CRuSE Project includes:
 - Forth -- project management and team coordination, financial management, community engagement, analysis, marketing, promotion, and dissemination of findings
 - American Honda -- loaned use of 5 post-lease PEVs
 - Pacific Power -- the local utility, technical EVSE siting assistance and other needs
 - Envoy -- the car sharing platform, and enhancements to their app
 - OpConnect -- networking software/ hardware for PEV charging
 - PNNL -- data collection and analysis

² <https://www.sciencedirect.com/science/article/pii/S2352146514003111>

- The City of Hood River -- overall guidance, support, education and outreach, marketing and promotion, commitment to use PEV car sharing service in lieu of adding new city fleet vehicles, and in-kind contribution of parking spaces for Project use
- Hood River Columbia Area Transit -- local transit service offering guidance, marketing, promotion especially re PEV car sharing at the Gorge Express drop-off
- Many supportive community organizations -- The Port of Hood River (parking spaces near the bus drop-off where tourists arrive on the Gorge Express); Columbia Cascade Housing Corporation / Mid-Columbia Housing Authority (an affordable housing provider providing parking spaces in low-income residential complexes), and Mid-Columbia Economic Development District for local guidance, support and outreach
- Ride Connection -- advise about boosting car sharing among distinct market segments
- Columbia Willamette Clean Cities Coalition -- disseminate information and spur interest among other Clean Cities Coalitions to adopt the model for PEV car sharing in rural communities around the country.

Hood River, Oregon, a rural town with an estimated population of about 8,000 nestled in the rural county of Hood River, will be the initial test site. Situated in a rural area of the Columbia Gorge, Hood River boasts strong tourism appeal as a nationally-recognized venue for wind surfing and kiteboarding, along with nearby river rafting, hiking, the Fruit Loop scenic byway, and other attractions. The town's population is estimated to swell to 20,000 on weekends during high tourist season.³ About 30% of the County are Hispanic, and this holds true in some City neighborhoods, particularly neighborhoods with a larger proportion of affordable housing.⁴

The personal mobility revolution has largely eluded Hood River, according to its Mayor Paul Blackburn; transportation network companies such as Uber and Lyft are not offered nor are peer-to-peer carsharing services, such as Turo. As with many rural communities, Hood River encounters multiple challenges meeting its residents' transportation needs. Challenges stem from dispersed population pockets throughout the City's large geography, a long distance of 60 miles between Hood River and Portland (the closest major population center), limited capacity and constrained funding for public transportation – Hood River Columbia Area Transit offers service during daytime hours on weekdays, and no service during the weekend.⁵ Columbia Area Transit is a strong supporter of the Project and aims to expand interest among visitors and tourists, by promoting PEV car sharing to visitors who arrive by bus.

Tourism is growing in Hood River, and last year, the seasonal Gorge Express bus (departing from Portland to sites in the Columbia Gorge) expanded its route to include Hood River as a destination, with increased service planned for 2019.⁶ Providing tourists with an option of round-trip PEV car sharing while in town is already generating much excitement within Hood River.

³ Will Norris correspondence, *City of Hood River Budget Book*, June 11, 2019

⁴ <https://www.census.gov/quickfacts/fact/table/hoodrivercountyoregon/PST045218>

⁵ HRC Coordinated Transit Plan 2016-2019, pp. 27 – 28.

⁶ ODOT's Columbia Gorge Express presentation, Oregon Governor's Conference on Tourism, April 16, 2019

Overall, the level of interest and enthusiasm for this PEV car sharing project is high -- from the City, the Port, affordable housing providers, Hood River Columbia Area Transit, and the regional economic development district – all of whom are collectively committing significant in-kind services or property to this project. With a combination of typical small-town government/business activity and day-to-day living, nearby agricultural work, and tourism, Hood River presents an ideal venue to test, assess, and hone how best to offer an attractive PEV car sharing program in a rural setting, to benefit drivers from multiple sectors, and craft a financially viable model for future use by other rural communities.

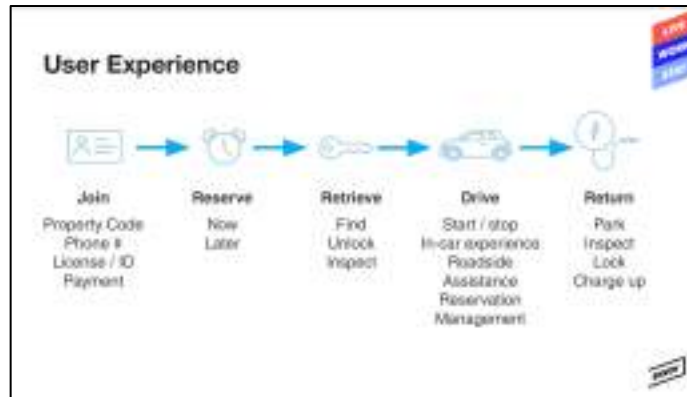
The outcomes of the Project will include:

- Implementation and growth of a PEV car sharing service in Hood River that will be used by three distinct market segments: affordable housing residents, local government/business/townspople, and tourists
- A model, highlighting key success factors, useful for promoting PEV car sharing in other rural communities, offering methods to structure rural PEV car sharing in financially viable ways. It is hoped that the model developed in Hood River, Oregon, will be solid enough that either Envoy or another car sharing platform will be interested in continuing to offer car sharing in Hood River beyond the life of the grant
- Data and analyses provided by Pacific Northwest National Laboratory, with summary analyses shared with the DOE's SMART Mobility Laboratory Consortium
- An online, regularly-updated toolkit produced by Forth with data, resources, best practices, interim and final reports and a final case study highlighting a financially sustainable CRuSE Project model
- Forth will engage in project outreach for the CRuSE PEV carsharing project via seminars, webinars, and other venues, as well as at least 3 regional workshops and presentations at a minimum of 10 other conferences and workshops, to generate interest among Clean Cities Coalitions nationwide, gaining valuable insights from others
- Technical assistance provided by Forth to facilitate deployment of similar PEV car sharing platforms in other rural communities, with the Project targeting a minimum of three additional communities. The CRuSE Project will benefit from Forth's network and communications expertise, along with sponsorship, communication, outreach and advocacy from the Columbia Willamette Clean Cities Coalition and others.
- Case studies that include lessons learned and roadmaps for Clean Cities Coalitions and others to encourage deployment in other rural settings

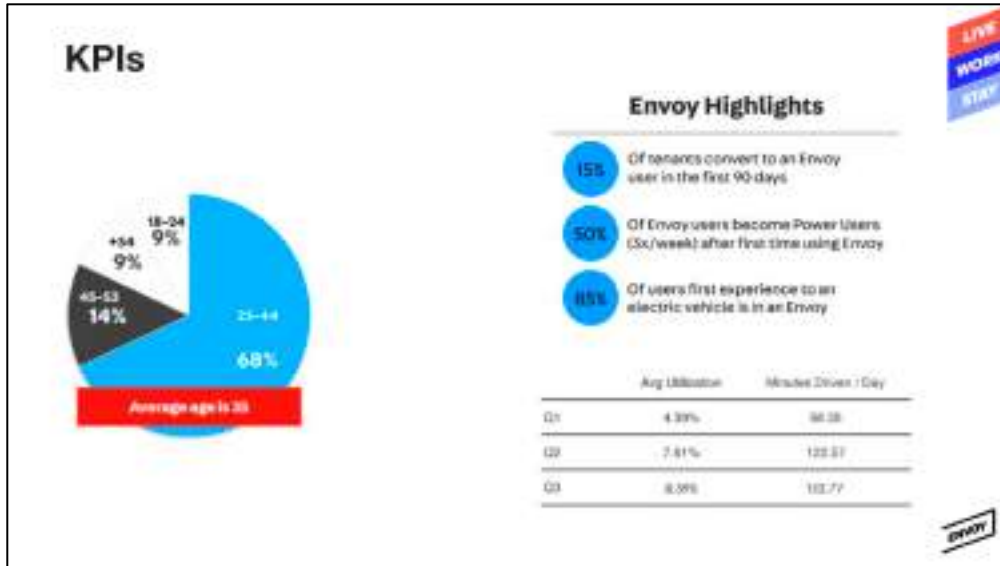
Feasibility

Forth and its project partners have the technical, management, analytical, networking and promotion, and community engagement expertise to ensure that the CRuSE Project is fully deployed and utilized in Hood River, Oregon. As indicated above, Forth has assembled a team of seasoned partners with depth and expertise in clean mobility technologies, all aspects of PEVs / charging / networking, round trip PEV car sharing deployment, research/data collection/analysis, community involvement and engagement, Clean Cities outreach, and project management expertise. This talented team will guide an exciting demonstration of a new PEV mobility service being introduced for the first time in rural Hood River, Oregon.

Envoy Technologies is a relatively new, yet experienced provider of turnkey electric vehicle-sharing services, offering on-demand vehicles “where people live, work and stay (i.e. apartments, student housing, office campuses, co-working spaces, hotels)” per their web site. Envoy’s business model is to provide “mobility as an amenity,” offering real estate owners and operators an attractive and innovative way to benefit their tenants, members and guests with access to electric mobility. Envoy offers only electric vehicles in its car sharing platform, including Tesla Model X, S, and 3, Nissan Leaf, Chevrolet Bolt, Volkswagen e-Golf, and Fiat 500e, among others. The graphic below illustrates the Envoy user experience:



“Envoy is committed to providing affordable, convenient and sustainable transportation to disadvantaged and low-income communities. At Envoy, we want to ensure that the mobility revolution will be inclusive and equal,” according to its Mission statement. The company’s emphasis on the importance of serving low-income communities and its focus on the use of PEVs in round-trip car sharing make Envoy an ideal mobility platform provider for the CRuSE Project. Envoy’s recent projects include being selected by Electrify America as the exclusive round trip car sharing partner in its Green City project targeting low income neighborhoods in Sacramento, California, as well as projects in disadvantaged communities in the greater San Francisco Bay area funded by the California Energy Commission. Examples of the results that Envoy has achieved in its PEV car sharing deployments are illustrated below, in the slide showing Key Performance Indicators (KPIs):



Envoy focuses on maximizing PEV access through proprietary app-based technology. Envoy’s PEVs are accessible using Envoy’s smartphone app or an RFID tag. Envoy’s vehicles collect real-time data and telematics via hardware installed in each vehicle, which contains a GPS and communications system synced to its app and software platform. This platform allows for API integration with a property’s mobile app and property RFID access controls, which can be used to differentiate vehicles, measure kWhs, and collect a wide range of mobility data. Plug-in electric vehicles in the Envoy car sharing platform are able to log localized travel behavior and routes, presenting insight into customer travel needs and experiences.

In addition to the car sharing benefits that users receive, Envoy’s unique technology approach provides detailed impact assessments—essentially in real time. Envoy’s data can differentiate vehicles, log travel patterns, measure kWhs, and track e-miles, to and from the assigned charger. This data provides sophisticated and unique insight into real-time EV fleet utilization, insight into true fleet dwell times, as well as perspective into specific communities’ local E-mobility needs. Envoy works with stakeholders to create anonymized and aggregated data to inform practices and e-mobility planning efforts. Data from the Envoy car sharing system, along with other data-sharing activities, can support community resilience and embolden innovative, scalable and replicable mobility approaches.

Innovation and Impacts

Rural and low-income communities can clearly benefit from new personal mobility options that foster “mobility as a service.” Round-trip car sharing presents users with a means of accessing cars on an inexpensive, short-term basis, and therefore offers immense benefits in transportation-challenged communities, especially for people needing only occasional car use, and/or for those who can’t afford to own a car. These benefits are enriched if the car share vehicle is a plug-in electric vehicle, whose use brings even greater societal benefits in terms of air quality and lower GHG benefits, energy efficiency, lower refueling costs and fewer vehicle repair expenses.

There are numerous models for car sharing. Dr. Susan Shaheen of UC Berkeley commented on the rise of shared mobility, stating “Pushed primarily by demographic shifts, societal attitudes toward ownership, and advances in mobile technology, these modes are growing rapidly and becoming more numerous.” She outlines a variety of car sharing options within three subcategories of: (i) Round trip; (ii) One-way; and (iii) Personal vehicle sharing (including fractional ownership models).⁷ While numerous car sharing models exist, they are typically deployed in urban areas, and not rural ones.

The CRuSE Project will implement one version of car sharing in Hood River: round-trip car sharing. The Forth project team determined that, since round-trip car sharing has proven to be a durable option, lasting over 15 years in active urban and college campus deployments throughout the USA, this approach would be a clearly understandable, straight-forward option to offer as the first car sharing experience in a rural community. An added innovation for this program is offering only PEVs.

The CRuSE Project is unique because it will not only implement car sharing in a rural community in North America, but it will do so with plug-in electric vehicles. Very few examples of rural PEV car sharing exist, worldwide, and this project will provide groundbreaking insight to characterize the experience and to seek ways to develop a financially viable model of rural PEV car sharing that can be sustained in Hood River and replicated in other rural communities.

The CRuSE Project will incorporate several attributes to provide a PEV car sharing experience that holds promise for greater financial viability in rural settings, including:

- 1) Use of five post-lease Honda Clarity EVs donated to the project by American Honda, to be stationed in Hood River at five destinations, with a focus on three market segments: (i) residents in affordable housing sites, (ii) center city venues accessible to government, business, and townspeople, and (iii) tourist destinations. The use of relatively new EVs (post 3-year lease) makes carsharing both attractive (due to the newness of cars and keen interest in electric transportation) but also more financially viable, as used EVs are less costly than new EVs
- 2) Enhancements to Envoy Technologies’ carsharing app, to appeal to diverse community members. Payment mechanisms and language barriers associated with using a smartphone application pose key technological hurdles for this project. The CRuSE Project innovations will include Envoy Technologies’ app offering enhancements including:
 - Alternate, non-bank payment mechanisms to appeal to those who do not have credit cards or bank accounts
 - Tiered pricing structures, allowing differential pricing for different market segments, thus enabling rural communities the opportunity to provide subsidies to qualified user groups, and
 - A Spanish translation version of Envoy’s carsharing app
 - Depending upon feedback and interest from affordable housing providers, an alternate reservation mechanism – such as an iPad located in a community room – may be offered, to address needs of residents who do not have access to smart phones.

⁷ <http://www.cleanfleetreport.com/best-car-sharing/>

- 3) Pacific Northwest National Laboratory will perform research, data collection and analysis throughout the Project. Both qualitative and quantitative data gathered among users will (i) enable real-time understanding of usage among distinct user groups; (ii) understand PEV carsharing's appeal or lack thereof; (iii) identify opportunities to increase usage; (iv) quantify the energy efficiency, environmental, and other operational metrics; and (v) understand, analyze and evaluate the economics to form the foundation for a model of a financially sustainable PEV rural car sharing.

EV car sharing as represented by this project offers clear advantages over current technologies. Currently, in rural America, owning a car is practically required for full participation in daily life; however, car ownership is very expensive. Car sharing offers the best of both worlds: access to a car when one is truly needed, without the burdens of ownership. And whereas taxis and emerging Transportation Network Companies (TNCs) like Uber and Lyft offer one alternative, they're very expensive when compared to using a carsharing service.

If this new application of car sharing – using EVs in rural areas – is successful, it will bring the many benefits of this new mobility service to parts of the U.S. that have long been overlooked by the car sharing industry. Car sharing has been deployed by a company called e-Flinkster in Garmisch-Partenkirchen, a small German town with many characteristics similar to Hood River and we've leveraged their experience in designing this program. Specifically:

To guarantee the economic viability of a system like e-Flinkster with high costs for running it, it is important to approach other target groups like commuters or tourists as well. Garmisch-Partenkirchen offers high potential for such an attempt. As a tourist destination, it is visited by millions of guests in summer and winter likewise. Many of these guests live in an urban environment and are open to public transportation offers and new mobility services and may already be a member of e-Flinkster. Addressing these persons before they travel in their own car and stick to that mono-modal mobility plays a crucial role for the commercial viability of e-carsharing in rural areas such as Garmisch-Partenkirchen.

Piloting rural EV car sharing in Hood River – which offers significant tourist traffic as well as support from local townspeople and the local government – gives this project a reasonable chance of achieving financial sustainability, while also serving residents of low-income housing.

Workplan and Market Transformation Plan

Project Objectives

The goal of the Clean Rural Shared Electric Mobility (CRuSE) Project is to demonstrate that electric vehicle car sharing can work in rural settings. An outcome of this project will be a model for financially viable rural plug-in electric vehicle car sharing that will be supported with data collected from Pacific Northwest National Laboratory, Envoy Technologies, and local

partners and disseminated across the country to other rural communities with the support of Clean Cities Coalitions. Hood River, Oregon will serve as the test site for this project where Forth will evaluate the attractiveness of PEV car sharing among different market segments (residents at affordable housing sites, government/business/townsperson, and tourists) and test the effectiveness of various pricing structures, vehicle placements, and technological improvements to improve access and adoption by each market segment. A goal is to encourage at least three additional rural communities to explore PEV car sharing, and Forth will provide technical assistance to support those efforts.

Technical Scope Summary

The proposed work scope will identify the steps that will be undertaken to establish, implement, evaluate and refine round-trip PEV car sharing in Hood River, Oregon. A few months after the initiation of PEV car sharing service in Hood River, Forth will start developing an online, regularly updated toolkit with data, resources, best practices, interim and final reports, and a final case study. Included in the final case study will be a model for providing financially sustainable car sharing in rural communities. These findings will be widely distributed via presentations at a minimum of 10 conferences, through online webinars, 3 regional workshops, and Columbia Willamette Clean Cities Coalition outreach. Once PEV car sharing service is initiated, data will be collected and evaluated by Pacific Northwest National Labs. Specific goals, milestones and deliverables are projected in each of the three budget periods.

Budget Period 1 (Months 1 – 12): Consists of set up and management activities; pre-work needed to get Envoy's PEV car sharing service operational at 5 sites; outreach and education (in English and Spanish); a grand opening for the PEV car sharing service; and follow-on activities, including refinements, once Envoy PEV carsharing is operational. PNNL will begin collecting and analyzing data, and work on surveys. End Result: Milestone 11/Go/No-Go 1: Secure 5 vehicles, 5 parking spaces, 5 charging stations installed with Envoy software/hardware installed, Sites and on-site staff prepared for the project launch

Budget Period 2 (Months 13 – 24): Consists of project refinement; consumer engagement; education and outreach; marketing; Envoy's development of a tiered pricing structure; continued data gathering and analysis, and initial assessments of financial viability. Columbia Willamette Clean Cities Coalition will begin outreach to other Clean Cities Coalitions; presentations will begin at conferences; at least one workshop will take place; the on-line toolkit will continue to be updated; an interim report will be produced; and efforts will be focused on increasing usage among each of the three market segments. End Result: Milestone 17/Go-No/Go 2 - Introduce Tiered Pricing Structure on Envoy Platform; Interim Report; One regional workshop.

Budget Period 3 (Months 25 – 36): Consists of project refinement; consumer engagement; education and outreach; marketing; Envoy's development of Spanish language translation for its app; continued data gathering and analysis; more refined approach re assessments of financial viability. Columbia Willamette Clean Cities Coalition will continue outreach and cultivate at least 3 Clean Cities Coalitions who are interested in replicating this model in rural areas in their regions; presentations will continue at conferences and regional workshops; the on-line

toolkit will continue to be updated, and efforts will be focused on refining the model of financial viability and the final case study. Forth will provide technical assistance to 3 other Clean Cities Coalitions who wish to pursue rural PEV car sharing. End Result: Milestone 23 - Produce Final Case Study; Model developed; Forth provides technical assistance to 3 Clean Cities Coalitions seeking to install rural PEV car sharing in their areas.

Work Breakdown Schedule (WBS) and Task Description Summary

All Budget Periods

Task 0: Project Management and Planning (M1-M3)

Task Summary: This task is sustained throughout the project timeline and includes project startup and ongoing project management. The objective is to ensure project impact and effectiveness, and will form the framework from which the rest of the project will be governed.

Task Details: A potential barrier to the project's success is securing Forth team members to support project management for the duration of the project while fostering and maintaining relationships in Hood River. However, Forth has strong staff systems in place, with team members committed to seeing this project succeed and expand to other rural communities.

Subtask 0.1: Hold Kick-off Meeting (M1)

Subtask Summary: Forth will participate in a project kick-off meeting with the DOE within 30 days of project initiation.

Subtask Details: Project team will meet with USDOE at the initiation of the project.

Milestone 1: Kick-off Meeting with USDOE

SubTask 0.2 – Collaboration with National Laboratory:

Achievement of overall project objectives is dependent upon tasks performed by a national laboratory funded under a separate DOE award. The Recipient will coordinate and collaboratively conduct work with the national laboratory on tasks integral to the completion of the project. The results of this collaborative effort with the national laboratory will be included in all project reporting. Pacific Northwest National Laboratory's contributions to the CRuSE project focus on survey design, analysis software, and analyses of EV car sharing data. Project analyses will focus on PEV car share usage by 3 distinct user groups, and center on 1) understanding energy efficiency of the EV car sharing program, 2) estimates of mobility gains (or other changes) as a result of the EV car sharing, 3) assessment of economics and sustainability of rural EV car sharing programs, and 4) information to help support environmental assessments of EV cars sharing programs. The project will share the PNNL summary analyses and information with DOE's SMART Mobility Laboratory Consortium.

Subtask 0.3: Project Initiation

Subtask Summary: Establishment of project structure and governance including a Project Management Plan, project scope and project partner commitments.

Subtask Details: It will be important to build off of the positive momentum surrounding this project and to launch the project quickly and decisively, firming up and establishing expectations for working relationships.

Subtask 0.3.1: Design Project Management Plan (M2)

Subtask Summary: Completing a project management plan will be key to ensure project goals, milestones, and timelines are met. The initial PMP shall be provided within forty-five (45) days after award. The PMP will be updated and submitted as part of the continuation application prior to the initiation of each budget period.

Subtask Details: This plan is sustained and consulted throughout the project timeline, as well as a project schedule establishing timelines for meeting goals and setting regular team meetings.

Milestone 2: Project Management Plan Complete

Subtask 0.3.2: Complete Project Reporting and Communications Plan (M3)

Subtask Summary: This plan is sustained throughout the project timeline and includes production of an online, regularly updated toolkit with data, resources, best practices, interim and final reports, and a final case study on the outcomes of the project. Throughout the project, these tools will also be shared and disseminated to other rural communities across the Country.

Subtask Details: Staff will drive an active communication and reporting strategy to inform and engage participants, and to inform partners and other regions nationwide about the project and its progress. The project team will need to balance the importance and value of good reporting and communications against the workload required. Team members will communicate frequently and openly, particularly in the early months, to develop the appropriate approach.

Milestone 3: Communications and Reporting Plan Complete

Subtask 0.4: Quarterly and Annual Reporting

Subtask Summary: Project staff will produce quarterly reports to DOE to monitor progress, provide direction, and modify scope as necessary, and provide an interim report, and annual reporting on project progress and success.

Subtask Details: Project team will work with DOE and partners to develop and refine reporting timelines, templates, and processes to balance information and workload concerns.

Budget Period 1: Month 1- Month 12

Task 1: Plan Operations

Task Summary: This includes finalizing staffing and training plans, and other operating policies and procedures. Once funding is awarded, the project team will finalize the plan to carry out the project over the three-year period, led by Forth.

Task Details: Forth staff will work with project team partners to solidify project components and strategies to meet project goals and create procedures for project refinement over time.

Subtask 1.1: Identify Community Partner Team (M4)

Subtask Summary: It will be important early on to establish key local partners from the project team who will help guide decisions and troubleshooting throughout the project, and especially at the beginning. The local partners will have first-hand insight into how the project is running.

Subtask Details: Forth will convene the project team to identify key individuals to participate in regular check-in calls and occasional in-person meetings to establish project norms and refine details as needed.

Milestone 4: First meeting of Project Team and Community Partners

Subtask 1.2: Finalize contracts (M5)

Subtask Summary: To ensure that the project runs smoothly, it will be important to finalize contracts early with relevant project partners.

Subtask Details: Forth will work with project partners to establish contracts describing services to be provided throughout the duration of the project.

Milestone 5: Finalize contracts

Subtask 1.3: Finalize project schedule (M6)

Subtask Summary: Once project details are in place, Forth will finalize a project schedule to scope the goals, timing, and milestones to be achieved over the three-year project. Forth will share a completed project schedule with partners as needed.

Subtask Details: The project schedule will include a kick-off event in Hood River, a meeting schedule for community partners, as well as milestones to achieve throughout the project.

Milestone 6: Finalize project schedule

Task 2: Survey requirements identification and design

Task Summary: To identify key concepts related to rural EV adoption and translate them into survey requirements/questions, for execution across the EV car user population each time an EV is checked out for a trip (EV User Survey); also to survey Mid-Columbia residents to assess whether the availability of EV trip options incentivized or motivated deviations from their baseline transportation norms (Transportation Needs Assessment).

Task Details: Deliverables associated with this task include the survey requirements identification and design, and analysis methodologies that are employed as part of the associated data analysis effort.

Subtask 2.1: Design EV users survey questions

Subtask Summary: The outcome of this task is a short survey to be taken by EV car share users.

Subtask Details: The objective of this survey is to provide basic, noninvasive, demographic information along with information on transportation alternatives that they had for this same trip. The latter provides another perspective on baseline transportation means that EV car share is either replacing or making possible.

Subtask 2.2: Design and conduct transportation needs assessment (M5)

Subtask Summary: This survey design results in the survey to be given for the transportation needs assessment.

Subtask Details: Outcomes of this survey include information that can be used to position EV car share vehicles for use by affordable housing residents, and also to provide a baseline for their current transportation patterns and activities. This survey will be conducted of community members and, particularly, residents in affordable housing sites being considered for vehicle placement to better understand what the mobility needs in Hood River are as well as how the community understands and views electric vehicles before the project.

Subtask 2.2.1: Collect input from community partners on needs assessment

Subtask Summary: Input and feedback on questions to be asked in the survey will be crucial to best design the transportation needs assessment.

Subtask Details: Forth will work with community partners such as Columbia Cascade Housing Corporation, City of Hood River, Hood River Columbia Area Transit, and Mid-Columbia Economic Development District to design the transportation needs assessment with the community members in mind and refine the needs assessment as needed.

Milestone 7: Conduct Transportation Needs Assessment

Task 3: Establish Site Locations (M8)

Task Summary: With the transportation needs assessment complete, the project team will decide where, among the options available, to place the 5 vehicles to begin Year 1 of the project.

Task Details: Ideally, site locations will be chosen to reflect a variety of access locations, including affordable housing sites, City of Hood River sites, and the Port of Hood River, to leverage multiple market segments.

Subtask 3.1: Secure parking

Subtask Summary: Once locations are decided upon, it will be crucial to secure access to the parking spaces for three years from the site owner.

Subtask Details: A potential barrier to moving this project forward is not having enough parking spaces offered to support five vehicles. Forth has secured commitments from several partners for more than the required number of spaces and does not foresee this being an issue.

Milestone 8: Establish and Secure Site Locations

Task 4: Secure leased vehicles (M9)

Task Summary: With parking secured, the project will move forward with the acquisition of the vehicles which will be loaned to Envoy Technologies during the pilot project.

Task Details: Forth and American Honda will oversee the delivery of 5 Honda Clarity EVs, which will be loaned for the course of the three-year contract.

Milestone 9: Secure vehicles

Task 5: Install charging stations (M10)

Task Summary: While vehicles are being secured, charging stations will be installed at each site so that the vehicle placed there has a dedicated charging station to return to after each rental.

Task Details: Forth and OpConnect will oversee the installation of 5 EVSE charging stations for dedicated use during the project. The project team will leverage the EVSE Technical Siting Assistance offered by Pacific Power to determine optimal locations for each charging stations.

Milestone 10: Install charging stations

Task 6: Site preparation (M11)

Task Summary: Each vehicle and charging station will need to be properly added to Envoy's car sharing platform. In addition, site staff and program administrators will be trained on operating procedures for the platform and general EV use.

Task Details: Forth and Envoy will work with site hosts to coordinate installation and training times that accommodate community partners' schedules.

Milestone 11/Go/No-Go 1: Secure 5 vehicles, 5 parking spaces, 5 charging stations installed with Envoy software/hardware installed, Sites and on-site staff prepared for the project launch

Task 7: Plan outreach and promotion (M12)

Task Summary: This task includes finalizing plans for project promotion among project partners to the general public as well as targeted promotion at affordable housing locations. It also includes planning the project kick-off event to launch the pilot.

Task Details: Forth will work with project partners to develop marketing materials for distribution across traditional, digital, and social media channels to encourage project participation. These materials will also be made available in Spanish.

Subtask 7.1: Outreach and education to community to promote the project

Subtask Summary: To achieve program success, the project team will need to provide outreach and education to the community to explain the project, educate about the cars, and answer any questions, as well as address any concerns raised.

Subtask Details: Forth will work with project and community partners to develop strategies and outreach materials to best suit the targeted community and to implement these strategies over time.

Subtask 7.1.1: Outreach and education for the Columbia Cascade Housing Corporation

Subtask Summary: This task involves providing direct education and outreach to residents and staff of Columbia Cascade Housing Corporation to promote and explain the project.

Subtask Details: Forth will work with the housing authority to create appropriate outreach materials and to plan and implement training and outreach events. Outreach will include

presentations and targeted promotion of the project and EVs in general to residents and community members. These strategies may be updated and refined throughout the project.

Subtask 7.1.2: Outreach and education for the City of Hood River

Subtask Summary: This task involves providing direct education and outreach to City employees, staff, and clients that use City or personal vehicles for work-related trips to promote the use of the shared electric vehicle.

Subtask Details: Forth will work with the City of Hood River to place one vehicle at a minimum that is available for City staff to use in place of City-owned vehicles to test electric car sharing as a viable transportation option for work-related trips. Outreach may include presentations and targeted promotion of the project and EVs in general to City staff.

Subtask 7.1.3: Focused media strategies for low-income users

Subtask Summary: With input from community partners, Forth will implement media strategies targeting low-income families specifically.

Subtask Details: Radio is still a key way to reach low-income communities, Hispanic populations, and daily car commuters. Forth will work with local English- and Spanish-speaking radio stations to host on-site events and/or on-air spots to promote the project.

Subtask 7.1.4: Focused promotion with Hood River Columbia Area Transit

Subtask Summary: With at least one vehicle in close proximity to a drop-off location of tourists to Hood River, promoting the program to these users will require different strategies.

Subtask Details: Forth will work with Hood River Columbia Area Transit to design and implement appropriate marketing and promotional materials for the transit agency to use to reach its customers. This may include signage, flyers, and online information, and will be updated and refined throughout the project.

Subtask 7.2: Project kick-off event/ribbon cutting (M12)

Subtask Summary: Forth will plan and work with partners to promote a project kick-off event. This will indicate the launch of the project.

Subtask Details: The kick-off event will be open to the general public and will likely take place at one of the five sites. The exact strategy and timing of this event will be coordinated among community partners.

Milestone 12: Project kick-off event/ribbon cutting in Hood River

Task 8: EV Car share Data Analysis (M13)

Subtask Summary: This task develops data analysis scripts for the EV car share data and charging station data. These analyses will be used as a contributing input into the assessments of energy efficiency of EV car sharing, mobility gains, economics, sustainability, and environmental impacts. This task also applies the algorithms to the project's quantitative EV car share data and provides summary analyses that contribute to project presentations at the multiple public venues at which this project will be described.

Subtask Details: The algorithms will be developed in standard scripting languages (e.g. R or Python) and made readily available across the project team. If desired we will go through the process to release the algorithms as open source software. The analysis outcomes are envisioned to be provided as concise reports that present relevant data in basic plots and tables. The analyses will be done on a regular basis – once the algorithms are in place and the data are available.

Subtask 8.1: Algorithms development

Subtask Summary: This subtask produces the data analysis scripts

Subtask Details: There will be two software releases. The first is based on the initial survey design for the Envoy Application. The second is an update based upon experience and feedback from the first pass at analysis of data from the project.

Subtask 8.2: Data analyses

Subtask Summary: This subtask analyzes the project's EV car share data, and provides basic analysis outputs to the project participants.

Subtask Details: The first analysis will be done once a few months of data are available. Then, to the extent possible, the analyses will be automated to produce outputs both on demand, and on a regular (e.g. weekly) basis.

Milestone 13: Initial data analyses complete and subsequent regular analyses complete.

Task 9: Implementation of Alternate Payment Methods on Envoy Platform (M14)

Task Summary: Envoy will begin updating its software platform to allow for multiple forms of payment for ride reservations. This will be crucial to increase utilization by individuals without access to a credit card.

Task Details: The first Envoy update that will be implemented in the project is to allow for alternative payment methods. Envoy Technologies will also develop its software platform to be offered in Spanish as well as a tiered pricing structure functionality to use to subsidize rides for low-income individuals. Forth will work with Envoy and other project partners to determine how these new functionalities will be implemented as the project is refined.

Milestone 14: Alternative Payment Methods on Envoy Platform

Task 10: Present on project findings to date at conferences and workshops across the country (M21)

Task Summary: Forth will present project findings and successes at a minimum of 10 conferences and workshops across the country to inform similar projects in other rural areas.

Task Details: Forth will seek speaking opportunities at conferences and workshops to achieve this goal and will invite project partners and Clean Cities Coalition members when possible.

Subtask 10.1: Leverage high impact EV Conference (M15)

Subtask Summary: Forth hosts the Roadmap Conference every June in Portland, Oregon which in 2018 brought over 800 professionals from across the industry together. In 2020, Roadmap will take place in coordination with EVS 33, the world's largest EV conference. An estimated 10,000 people will attend this conference in Portland in 2020. Forth will leverage this event to its fullest to highlight this project that would be underway in Hood River, just an hour away.

Subtask Details: Forth will highlight this project at Roadmap/EVS in Portland by offering presentations during the conference about the project and lessons learned to date and possible visits to project sites.

Milestone 15: Highlight project at 2020 Roadmap/EVS Conference

Task 11: Host Regional workshop for project partners and Clean Cities Coalition members (M20)

Task Summary: The first of three workshops Forth will host in to bring key project partners and Clean Cities Coalition members together to discuss the project and communicate best practices for application in other areas.

Task Details: Forth and the Columbia Willamette Clean Cities Coalition will coordinate sending invites and planning the workshop.

Task 12: Project Refinement (M16)

Task Summary: As the project progresses, it will be key to look at the data that has been collected and analyzed so far, provide updates to DOE on progress toward and successes in

meeting goals, and evaluate the project's operations. This task will occur throughout the project and the project team will work together to determine strategies to improve the project, in striving to achieve financial sustainability of the rural car sharing model.

Task Details: Forth will work with the project team to assess utilization during the first year of the project given the current parameters. Forth will produce a report to USDOE with these findings and provide updates in a toolkit that will be created online. Refinement anticipated: introducing a tiered pricing structure to experiment with the impact of subsidies for various demographics on vehicle utilization and introducing a Spanish version of the Envoy platform.

Subtask 12.1: Prepare online toolkit (M16)

Subtask Summary: To effectively organize and report project successes, weaknesses, lessons learned, and best practices, an online toolkit will be created to contribute resources to and share from for Forth staff and other project partners.

Subtask Details: The project team will create an online, regularly updated toolkit with data, resources, best practices, and interim reports nested within Forth's current software systems to ensure consistency and reduce costs. Professional communications and marketing staff will be retained to ensure all materials and collateral are highly effective.

Milestone 16: Initiate online toolkit

Subtask 12.2: Disseminate results to Clean Cities Coalitions

Subtask Summary: As the project develops, the project team will provide updates in the online toolkit which can then be shared with other Clean Cities Coalitions across the country.

Subtask Details: Forth will work with Columbia Willamette Clean Cities Coalition

Budget Period 2: Month 13-24

Task 10: Present on project findings to date at conferences and workshops across the country (M21) (continued)

Task 11: Host Regional workshop for project partners and Clean Cities Coalition members (M22) (continued)

Task 12: Project Refinement (continued)

Subtask 12.1: Prepare online toolkit

Subtask 12.2: Disseminate results to Clean Cities Coalitions

Task 13: Introduce Tiered Pricing Structure on Envoy Platform (M17/Go-No/Go 2)

Task Summary: Envoy will develop an app functionality to allow for multiple pricing options. This will be crucial to test the effectiveness of subsidies on utilization.

Task Details: Forth, Envoy, and other project partners will work on a strategy for implementing pricing structures for the three different market segments.

Milestone 17: Introduce Tiered Pricing Structure

Go/No-Go 2: Introduce Tiered Pricing Structure

Task 14: Identify three Clean Cities Coalitions to provide technical assistance to (M18)

Task Summary: Forth intends to work with Columbia Willamette Clean Cities to disseminate the results of the project to other Clean Cities Coalitions to encourage and inform replication of similar projects.

Task Details: Forth will work with Columbia Willamette Clean Cities Coalition to identify three other Clean Cities Coalitions that would be interested in technical assistance on implementing a similar project in other rural areas.

Milestone 18: Identify three Clean Cities Coalitions to provide technical assistance to

Budget Period 3: Month 24-36

Task 10: Present on project findings to date at conferences and workshops across the country (M21) (continued)

Task 11: Host Regional workshop for project partners and Clean Cities Coalition members (M20) (continued)

Task 12: Project Refinement (continued)

Subtask 12.1: Prepare online toolkit

Subtask 12.2: Disseminate results to Clean Cities Coalitions

Task 15: Introduce a Spanish language version of Envoy Application (M19/Go/No-Go 3)

Task Summary: Envoy will develop a Spanish language version of its software application to make it easier for non-English speakers to access the car share service.

Task Details: Forth will work with community partners on a strategy for implementing and promoting the new version of the application.

Milestone 19/Go/No-Go 3: Introduce a Spanish language version of Envoy Application

Task 16: Provide technical assistance to three other Clean Cities Coalitions (M22)

Task Summary: Forth will work with Columbia Willamette Clean Cities Coalition to provide technical assistance to three other rural communities and Clean Cities Coalitions seeking to replicate this project in other contexts.

Task Details: As the project enters budget period three, Forth will spend the final year of the project providing technical assistance, with the support of Columbia Willamette Clean Cities Coalition, to three other rural areas served by Clean Cities Coalitions.

Milestone 22: Provide hands-on technical assistance to three other Clean Cities Coalitions to implement similar car sharing projects

Milestone 20: Deliver at least three (3) regional workshops to encourage and inform replication in other rural communities

Milestone 21: Present at a minimum of 10 conferences/workshops to encourage and inform replication in other rural communities

Task 17: Wrap up pilot project and data collection

Task Summary: Forth will work with community and project partners to bring the pilot project to a close.

Task Details: As the project nears the end of budget period 3, Forth will work with project partners and community partners to develop a strategy for wrapping up this pilot project and data collection phase. This will include discussing the community's interest in maintaining the vehicles or acquiring new ones, continuing to offer the car share service, and resolving contracts as necessary to meet these interests. Though the project funding would come to a close, Forth will work with project partners to ensure a smooth transition for all parties and continue the conversation about improving mobility options for the Hood River community.

Milestone 23: Wrap-up pilot project and data collection

Task 18: Produce Final Case Study (M23)

Task Summary: Throughout the project period, staff will gather information to inform a final report that will be helpful to USDOE and other regions nationwide.

Task Details: Forth will produce a final case study that includes a final assessment and evaluation of the project's success in reaching its goals. The report will serve as a roadmap of the project process, identify strengths and weaknesses, and serve as the basis for continued efforts

beyond the duration of the project. Forth will present project findings at the Roadmap Conference and other national and international venues.

Milestone 24: Produce Project Case Study

Project Schedule

Who Takes	TASK TITLE	YEAR ONE				YEAR TWO				YEAR THREE			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
0	Project Management and Planning												
0.1	Hold Kick-off Meeting												
M1	Kick-off Meeting with USDOT												
0.2	Project Initiation												
0.2.1	Design Project Management Plan												
0.2.2	Complete Project Reporting and Communications Plan												
M2	Project Management Plan Complete												
M3	Communications & Reporting Plan Complete												
1	Plan Operation												
1.1	Identify Community Partner Team												
M4	1st Meeting of Project Team & Community Partners												
1.2	Finalize Contracts												
M5	Finalize Contracts												
1.3	Finalize Project Schedule												
M8	Finalize Project Schedule												
2	Survey Requirement Identification & Design												
2.1	Design EV User Survey Questions												
2.2	Design and conduct transportation needs assessment												
2.2.1	Collect input from community partners on needs assessment												
M7	Conduct Transportation Needs Assessment												
3	Establish Site Locations												
3.1	Secure Parking												
M8	Establish and Secure City Locations												
4	Secure Leased Vehicles												
M9	Secure Vehicles												
5	Install Charging Stations												
M10	Install Charging Stations												
6	Site Preparation												
M11/MAR	Go/No-Go 1: Assess 1 station, 1 parking space, 1 charging station needed with 1 hour of labor and materials, site and on-site staff prepared for the project work												
T/GWG													
7	Plan Outreach and Promotion												
7.1	Outreach and education to community to promote the project												
7.1.1	Outreach and education for the Columbia Cascade Heating Corporation												
7.1.2	Outreach and education for the City of Hood River												
7.1.3	Focused media strategies for low-income users												
7.1.4	Focused promotion with Hood River Columbia Area Transit												
7.2	Project Kick-off Event and Ribbon Cutting												
M12	Project Kick-off Event & Ribbon Cutting in Hood River												
8	EV Car shares Data Analysis												
8.1	Algorithms Development												
8.2	Data Analysis												
M13	Initial Data Analysis Complete & Subsequent Regular Analysis Complete												
9	Implementation of Alternative Payment Methods on Envoy Platform												
M14	Alternative Payment Methods on Envoy Platform												
	Present on project findings to date at conferences and workshops across the country												
10	Leverage High Impact EV Conference												
10.1	Leverage High Impact EV Conference												
M15	Highlight project at 2020 Roadmap EVS Conference												
11	Host Regional Workshop for project partners and Clean Cities Coalition members												
12	Project Refinement												
12.1	Prepare online toolkit												
M16	Initiate Online Toolkit												
12.2	Disseminate results to Clean Cities Coalition												
13	Introduce Tiered Pricing Structure on Envoy Platform												
M17/MAR	Go/No-Go 2: Introduce Tiered Pricing Structure on Envoy Platform												
T/GWG	Identify three Clean Cities Coalitions to provide technical assistance to												
14	Identify three Clean Cities Coalitions to provide technical assistance to												
M18	Identify three Clean Cities Coalitions to provide technical assistance to												
15	Introduce a Spanish language version of Envoy Application												
M19/MAR	Go/No-Go 3: Introduce a Spanish language version of Envoy Application												
T/GWG													
16	Provide technical assistance to three other Clean Cities Coalitions												
M20	Deliver at least three (3) regional workshops to encourage and inform replication in other rural communities												
M21	Present at a minimum of 10 conferences/workshops to encourage and inform replication in other rural communities												
M22	Provide hands-on technical assistance to three other Clean Cities Coalitions to implement similar car-sharing projects												
17	Wrap up pilot project and data collection												
M25	Wrap up pilot project and data collection												
18	Produce final case study												
M24	Produce Project Case Study												

Milestone Summary and Go/No Go Decision Points

Milestone #	Milestone Type	Description	Means of Verification	Estimated Completion
1	MS	Hold Kick-off Meeting with DOE	Project team & DOE	BP1, Q1
2	MS	Project Management Plan Complete	Project team	BP1, Q1
3	MS	Communications and Reporting Plan Complete	Project team	BP1, Q1
4	MS	First meeting of Project Team and Community Partners	Project team	BP1, Q1
5	MS	Finalize contracts	Project team	BP1, Q1
6	MS	Finalize project schedule	Project team	BP1, Q1
7	MS	Conduct Transportation Needs Assessment	Project team	BP1, Q2
8	MS	Establish and secure site locations	Project team	BP1, Q2
9	MS	Secure leased vehicles	Project team	BP1, Q2
10	MS	Install charging stations	Project team	BP1, Q2
11	SMART/GNG	Secure 5 vehicles, 5 parking spaces, 5 charging stations installed with Envoy software/hardware installed. Sites and on-site staff prepared for the project launch	Project team & DOE	BP1, Q3
12	MS	Project kick-off event/ribbon cutting in Hood River	Project team	BP1, Q3
13	MS	Initial data analyses complete and subsequent regular analyses complete.	Project team	BP1, Q3
14	MS	Implementation of Alternate Payment Methods on Envoy Platform	Project team	BP1, Q3
15	MS	Highlight project at 2020 Roadmap/EVS Conference	Project team	BP1, Q4
16	MS	Initiate online toolkit	Project team	BP1, Q4
17	SMART/GNG	Introduce Tiered Pricing Structure on Envoy Platform	Project team & DOE	BP2, Q1
18	MS	Identify three Clean Cities Coalitions to provide technical assistance to	Project team	BP2, Q4
19	SMART/GNG	Introduce a Spanish language version of Envoy Application	Project team	BP3, Q1
20	MS	Host 3 Regional workshop for project partners and Clean Cities Coalition members	Project team	BP3, Q4
21	MS	Present on project findings to date at 10 conferences and workshops across the country	Project team	BP3, Q4
22	MS	Provide hands-on technical assistance to three other Clean Cities Coalitions to implement similar car sharing projects	Project team	BP3, Q4
23	MS	Wrap-up pilot project and data collection	Project team	BP3, Q4
24	MS	Produce Project Case Study	Project team	BP3, Q4

In the above Milestone and Go/No-Go summary table, BP=Budget Period and Q=Quarter, so a milestone completed in BP1,Q1 would be completed in Budget Period 1, Quarter 1.

End of Project Goal

The end of project goal seeks to establish whether car sharing in a rural setting can be financially sustainable. An appropriate measure of this is how much revenue each car is able to bring in on a monthly basis relative to the cost of maintaining the service and paying for its lease. For this project, the goal is to achieve an average utilization rate of 5 hours per car per day. The data

collected over the course of the project will allow the project team to refine outreach and promotion efforts and adjust the pricing structure to work toward meeting this goal.

Project Management

Forth, a mission driven nonprofit, will lead the project and work closely with project partners to realize goals and objectives. Forth brings strong experience managing complex projects with significant risk in the smart, connected and electric mobility arena. Forth has a proven track record of success managing similarly large projects, including a \$1 million USDOE Northwest Electric Showcase grant led by the same Principal Investigator of this effort, a \$500,000 annual contract to install fast chargers along the Interstate 5 corridor, and a \$500,000 annual contract to advise 25 cities around the country participating in the Bloomberg American Cities Climate Challenge. Forth will take an agile management approach to project management, blended with traditional project management processes, tools, monitoring, and adaptation to change, to ensure project success.

Forth will be responsible for establishing the overall phases, project objectives and deliverables, and partner and stakeholder coordination needed for successful implementation of the evolving stages of the CRuSE Project. Forth will follow the guidelines of the Project Management Body of Knowledge (PMBOK), establish regular project review meetings / conference calls with partners and stakeholders, and employ other standard tools and practices for tracking progress and ensuring project coordination. A plan for communicating among project partners, and between partners and Hood River stakeholders, will be developed, ensuring participants keep up to date through scheduled touchpoints, online sharing of documents and adherence to GANTT charts for schedules and deliverables. Specific coordination and hand-offs will be developed, especially to establish data exchange between Envoy, OpConnect and PNNL, as well as for survey development, deployment, data capture and analysis. The unique stages of this project require a nimble approach to project management, to span all of the Project's diverse facets.

Financial management will include online time tracking systems, project specific budgets vs. actuals and variance analyses, as well as third party contract accounting and external auditing. Forth will identify potential project risks and responses, as part of a risk management plan; general liability insurance will be required from partners, as needed.

Many project partners bring strong experience and credentials, as well. A table outlining the roles and responsibilities of Project team members is included below:

Clean Rural Shared Electric Mobility (CRuSE) Project Team Roles

Nature of Organization	Organization	Role
Project Lead	Forth	Project Management; Community Engagement; Education/Outreach; Marketing; Dissemination of Findings; Technical Support to Clean Cities Coalitions
Clean Cities Coalition	Columbia Willamette Clean Cities Coalition	Disseminate Findings; Communication / Outreach; Encourage other Clean Cities Coalitions to adopt Rural PEV Car Sharing
Local Government	City of Hood River	Parking Spaces; Promotion/Communication/Outreach; Loan of Office Space; Plan to Rely on PEV Car Sharing vs pool car
Utility	Pacific Power	Technical assistance with PEV charging infrastructure installations; General support
Mobility Partners	Envoy Technologies	Car Sharing Platform; Spanish Language App; Alternate Payment Modes; Tiered Pricing
	American Honda	Loan of 5 off-lease Clarity PEVs
	OpConnect	EV Charging Software/ Hardware
	Ride Connection	Advisor re how to grow PEV car share mobility adoption
	Hood River Columbia Area Transit	Local transit provider; communication/education/outreach/marketing promoting PEV car share to tourists who arrive by bus
Other Partners	Columbia Cascade Housing Corporation	Affordable Housing provider; Parking spaces at several residences
	Mid-Columbia Economic Development District	Communications / Outreach / Education to promote PEV car sharing
	Port of Hood River	Parking spaces at site of Gorge Express drop off, where tourists arrive by bus
DOE National Lab	Pacific Northwest National Laboratory	Research, data capture, data analysis,

Technology Transfer Plan

The CRuSE Project is focused on introducing PEV car sharing in the rural community of Hood River, and testing and refining approaches for increasing usage among three different market segments, especially residents who live in affordable housing. The “output” of this Project is a qualitative and quantitative model that Clean Cities Coalitions can embrace and sponsor,

illustrating ways that other regions might pursue project partners and implement rural PEV car sharing services in ways that are viable. As such, the Project's key "output" to transfer to the marketplace is a model or template set of activities, and the initial target audiences are non-profit organizations that might wish to sponsor similar rural PEV car sharing demonstrations.

Since there have been virtually no PEV car sharing offerings in rural communities in North America to date, it is not clear that the "model" would encounter meaningful competition. If the Project is successful in identifying key success factors that lead to a financially viable approach for rural PEV car sharing, then numerous car sharing companies, and perhaps other new mobility providers, will seek out the materials, and use them to offer services.

Forth and the Columbia Willamette Clean Cities Coalition will engage in a vigorous "technology transfer" plan, disseminating findings as widely as possible, through online webinars, presentations at conferences (a minimum of 10), regional workshops (a minimum of 3), and Forth will offer technical assistance to Clean Cities Coalitions or others who wish to adopt rural PEV car sharing.

Technical Qualifications and Resources

Project Team Qualifications and Expertise

Forth plays a unique role in the clean transportation marketplace, as a mission-driven nonprofit committed to advancing electric, smart and shared mobility through innovation, demonstration, advocacy, and engagement. Forth will lead the CRuSE Project and has a proven track record of success. Forth has over 170 members including most automakers and charging providers, and many electric utilities and local governments. These relationships give Forth a deep understanding of the challenges faced on all sides. Forth has managed similar large projects, including \$1 million USDOE Northwest Electric Showcase grant (led by the same PI as this effort) to create the nation's first brand-neutral electric vehicle showroom, a \$500,000 Washington State contract to install fast chargers along the Interstate 5 corridor, and a \$500,000 annual contract to advise 25 cities around the country participating in the Bloomberg American Cities Climate Challenge.

Forth has strong experience managing complex projects, and recently was selected by the Oregon Department of Environmental Quality to serve as a "backstop aggregator" for the state's Clean Fuels Program; Forth will aggregate and monetize over \$100,000 worth of credits annually, using the proceeds to provide electric mobility programming. Forth is known as a national leader in consumer engagement, and Forth's work is grounded in sharp, accessible communication and awareness campaigns. Forth's EV 101 and Workplace Charging literature is being used throughout the Pacific Northwest and has been modeled by a number of Clean Cities.

Forth is a creative mobility innovator, bringing new mobility options to everyone. Recently Forth partnered with Hacienda Community Development Corporation in a demonstration program to bring clean transportation options to the NE Cully neighborhood in Portland, OR, installing charging stations for two Honda Fit EVs to be available to the community for rental by

the day through Turo, along with an additional Fit EV for Hacienda staff use. Building on insights gained from our Community Car Sharing Project, Forth saw the need for more transportation options for individuals without driver's licenses in the Cully neighborhood. In partnership with the Community Cycling Coalition and GenZe, Forth initiated the Community Electric Bike Project in 2017, which introduced three cohorts of participants to electric bikes during a 10-week loan program.

The CRuSE Project, bringing PEV car sharing to rural communities, is a natural extension of Forth's commitment to bringing new mobility options to transportation-challenged groups. Forth is uniquely qualified to lead the CRuSE Project, leveraging its deep project management expertise for large projects, leading demonstration projects, installing PEV charging, engaging with communities, crisp communications, marketing and promotion, and outreach to connect everyone to electric, shared mobility options.

The **Principal Investigator** for the project will be **Zachary Henkin, PMP**. Mr. Henkin is Deputy Director, Forth, and will provide overall project guidance and high-level partner and stakeholder communication and coordination. Zachary leads Forth's programs on electric vehicle deployment, workplace charging, municipal and business electric vehicle adoption, and transportation equity. Mr. Henkin brings together collaborators and stakeholders to design and lead clean transportation projects. Under Zachary's leadership, Oregon led the U.S. Department of Energy's Workplace Charging Initiative with the most participants (over 300) than any other state. Zachary brings a strong background in solar energy, has an MBA from Marylhurst University and is a certified Project Management Professional.

The **Business Officer** for the project will be **Jeff Allen**. Mr. Allen is the Executive Director, Forth, and will provide contractual oversight, high-level partner and stakeholder communication, and actively participate in the Project's efforts to disseminate findings and cultivate additional Clean Cities Coalitions to adopt the Hood River model of PEV car sharing in rural communities. Mr. Allen has been Executive Director of Forth since its creation in 2011. Forth presents the global annual Roadmap conference (www.roadmapforth.org) and will be hosting EVS 33 in Portland in 2020 (<http://www.evs33portland.org/>). Jeff holds a Master of Public Policy from the University of California, Berkeley, and sits on numerous state boards and task forces.

The **Project Manager** for the project will be **Kelly Yearick**. Mrs. Yearick is a Program Manager at Forth where she facilitates utility engagement and consumer outreach to promote electric vehicle adoption. She also manages programs related to Forth's role as the Backstop Aggregator for the Oregon Clean Fuels Program to design and implement transportation electrification projects with utilities across Oregon. Kelly holds a Master's in Environmental Management and Sustainability from Portland State University and sits on the board of Solar Oregon.

Other partners also bring strong experience and credentials to the project. Envoy Technologies is the leading provider of electric carsharing in the United States, including a low-income project in Sacramento with Electrify America. Pacific Power will offer expertise for electric vehicle charging installations and American Honda will loan plug-in electric vehicles to the Project. Pacific Northwest National Laboratory will provide data collection and analysis and will share

summary data with DOE's SMART Mobility Laboratory Consortium. Columbia Willamette Clean Cities Coalition will support dissemination of quantitative and qualitative results to other Clean Cities Coalitions. OpConnect will provide the networking software to connect with Envoy's car sharing platform. Additional City and regional partners will help ensure broad awareness and participation among local affordable housing residents, townspeople, government, business and tourists.

Subrecipient: Alan Bates, General Manager, Pacific Northwest, for **Envoy Technologies** will play a central role in the project. Envoy Technologies is a relatively new, yet experienced provider of turnkey electric vehicle-sharing services, offering on-demand vehicles "where people live, work and stay (i.e. apartments, student housing, office campuses, co-working spaces, hotels)" per their web site. Envoy's business model is to provide "mobility as an amenity," offering real estate owners and operators an attractive and innovative way to benefit their tenants, members and guests with access to electric mobility. Envoy offers only electric vehicles in its car sharing platform, including Tesla Model X, S, and 3, Nissan Leaf, Chevrolet Bolt, Volkswagen e-Golf, and Fiat 500e, among others. "Envoy is committed to providing affordable, convenient and sustainable transportation to disadvantaged and low-income communities. At Envoy, we want to ensure that the mobility revolution will be inclusive and equal," according to its Mission statement.

Mr. Bates will oversee and manage Envoy's participation in the CRuSE Project, and will be in charge of its marketing and software engineering deliverables, coordination with Forth and engagement with the Hood River community. Alan's marketing staff will focus on designing campaigns, creating collateral, developing marketing and education programs in both English and Spanish, and providing on the ground support and on-site outreach such as Ride & Drive events. Alan will coordinate internally to ensure that software engineers are on track to develop enhancements to Envoy's apps, starting with design specifications, software development, testing and validation. Alan is an experienced Project manager, with 20+ years managing large-scale projects in alternative transportation (including car sharing, mobility services, clean-tech, electric vehicles & infrastructure, smart cities), sales force management, and P&L responsibility.

Subrecipient: Brian Trice, Executive Director, for **Columbia Willamette Clean Cities Coalition** and **Michael Graham**, Director of Policy and Communications, **Columbia Willamette Clean Cities Coalition** will also play active, central roles in the CRuSE Project by spearheading efforts to disseminate findings highlighting the Project's model of financially viable PEV car sharing to other Clean Cities Coalitions and industry stakeholders through regional workshops, conferences, and webinars. Mr. Trice has been involved in the Columbia Willamette Clean Cities Coalition since 2011, promoting robust alternate fuel programs and outreach, such as the Green Transportation Summit and Expo, and has extensive contacts in the field. Brian has been Executive Director since 2015. Mr. Graham has policy and communications expertise, with a professional focus on fleet decarbonization and operational cost reductions through cost-effective alternative fuel solutions. Michael has expertise in communications, and will effectively promote understanding of the benefits of rural PEV car sharing.

Time Commitment of Key Team Members to Support Project

As the prime applicant, Forth will lead 75% of the proposed activities. Project Partners Envoy Technologies, Columbia Willamette Clean Cities Coalitions, OpConnect, Pacific Power, and numerous other participants will collectively spearhead 25%. Within Forth's team, Zachary Henkin, PI, will devote 10% of his time to this project throughout the 3-year project period, while Business Officer Jeff Allen will devote 5% of his time to the CRuSE Project. Mrs. Yearick, Project Manager, will commit 40% of her time to the CRuSE Project, and will oversee five other program and project staff who will devote between 10 – 30% of their time to this Project.

Key Personnel Resumes

Resumes are included in Appendix A.

Technical Services to be provided by DOE/NNSA FFRDC

Pacific Northwest National Laboratory's support to Forth's CRuSE effort will include a Ph.D statistician with deep expertise in data science and analytics, and a project manager experienced managing projects related to transportation technologies, with significant expertise in tactical analytics. Neither Dr. Whitney nor Ms. Wolf have any business agreements with the applicants, their PI's or their key participants.

- Dr. Paul Whitney will serve as PNNL's PI and be responsible for the technical leadership and execution of PNNL's scope of work, including all calculations, analytics, and code development related to energy efficiency, mobility gains, economics/sustainability, and environmental information.
- Ms. Katherine Wolf will serve as PNNL's project manager and will be responsible for the project planning, direction, administration, regular status and financial reporting, task and risk tracking, and general scope, schedule, and budget compliance. The PM will work with Dr. Whitney and the Forth-led CRuSE team to monitor milestones against planned deliverables.

As it relates to decision making on scientific and technical issues and direction, PNNL anticipates participating in routine meetings led by Forth, where the PNNL PI (Dr. Whitney) will articulate scientific tradeoffs related to critical decision points. Dr. Whitney intends to offer recommendations based on his experiences and subject matter expertise, but where multiple scientific options exist, he will use a consensus-based approach to gain support for the preferred option. Where consensus can't be reached, he will defer to the Forth PI's lead, so long as such deference doesn't subvert the quality of the research nor require compromising scientific integrity. To ensure PNNL's contributions are designed with integration in mind, Dr. Whitney will develop the analyses in R or Python, and if any form of licensing is required, intends to open source his contributions to ensure maximum availability to interested parties. These analysis scripts are provided to the other project partners. The outputs from these analyses contribute to the overall project's economics, communications and outreach activities.

Applicant: Forth
Control #: 2014-1661

Clean Rural Shared Electric Mobility (The CRuSE Project)

Appendix A

Resumes

1. Zach Henkin, Principal Investigator, Forth
2. Jeff Allen, Business Officer, Forth
3. Kelly Yearick, Forth
4. Alan Bates, Envoy Technologies
5. Brian Trice, Columbia Willamette Clean Cities
6. Dexter Turner, OpConnect
7. Robert Langford, American Honda
8. Paul Blackburn, Mayor of Hood River
9. Will Norris, City of Hood River
10. Kathy Fitzpatrick, Mid-Columbia Economic Development District
11. Marla Harvey, Mid-Columbia Economic Development District
12. Paul D. Whitney, PhD., Pacific Northwest National Laboratory
13. Katherine E. Wolf, Pacific Northwest National Laboratory

ZACH HENKIN, PMP

1450 SW 18th Ave, Suite 400
Portland, OR 97209

503-803-3036 (mobile)
zachh@forthmobility.org

EDUCATION

Lean Practitioner Certificate, Portland State University, 2014

Master of Business Administration, Marylhurst University, 2013. Founder of Student Government, Member of University Sustainability Advisory Council

Bachelor of Arts, Marylhurst University, 2006. Binford Writing Scholarship recipient

WORK EXPERIENCE**Forth****Deputy Director****2013-present**

Forth is a non-profit that is transforming the way we get around. Through innovation, demonstration projects, advocacy and engagement, we are advancing electric, smart and shared mobility in the Pacific Northwest and beyond.

Sunlight Solar Energy, Inc.**Director of Operations****2011-2013**

Sunlight Solar Energy is a national renewable technology integrator specializing in solar photovoltaic and solar thermal technologies. I was hired to lead a store expansion in the Portland Oregon and manage several community-scale solar projects.

Caz Inc. dba Avis Budget Group**Principal****2005-2011**

I provided management, retail, and support staff as an Agent Operator Contractor for multiple store locations employing 20+ staff.

Cendant Car Rental Group**Local Market Sales Manager****2003-2005**

In 2005, Cendant Car Rental joined the Avis Budget Group family of businesses integrating Agency Operators to lead business development in metropolitan markets. I managed store operations for the most popular downtown car and truck rental office in Portland Oregon.

PUBLICATIONS

Electric Bikes Power Your Commute, by Zach Henkin, Dahlia Grossman-Heinze. To be published for the EVS29 June 2016 proceedings.

Workplace Charging: Helping Employees Drive Clean Cars, by Zach Henkin. To be published for the EVS29 June 2016 proceedings.

SYNERGISTIC ACTIVITIES

- Chair of the Workplace Charging Workgroup of the Energize Oregon Coalition
- Committee Member of the West Coast Electric Fleets (Pacific Coast Collaborative)
- Member of the USDOE EV Everywhere EV Awareness Working Group

JEFF ALLEN

1450 NW 18th St., Suite 240
Portland, OR 97209

541.490.9021 (mobile)
JeffA@ForthMobility.Org

SUMMARY

- Entrepreneurial leader with a proven ability to drive rapid organizational change and growth.
- Effective in bringing diverse stakeholders together to identify and pursue common goals.
- Strategic thinker and creative problem solver.
- Collaborative, empowering management style.
- Clear and effective communicator.

EDUCATION

Master of Public Policy, University of California at Berkeley, 1993. Regents Fellowship, Presidential Management Internship.

B.A. with High Honors, University of Michigan at Ann Arbor, 1989. Double Major, German and Social Science. National Merit Scholarship, Phi Beta Kappa. Yearlong study in Germany.

WORK EXPERIENCE**Forth/Forth Mobility Fund (Formerly Drive Oregon/Drive Oregon Foundation)****Executive Director****December 2011-present**

Hired as founding Executive Director for this new 501c6 nonprofit and affiliated 501c3 working to grow the electric vehicle industry and promote electric transportation in Oregon. Recruited over 100 dues-paying members including major international auto companies; secured over \$3.2M in funding for Drive Oregon; leveraged over \$25M for Oregon industry. Created multiple new programs. Grew the Roadmap conference from a regional gathering to one of the most influential industry events in the country.

Key Accomplishments:

- Responsible for all aspects of launching a new 501(c)6 organization and affiliated 501(c)3.
- Secured and managed over \$5 million in grant funding.
- Reduced dependency on state funding from 95%+ to 0% by growing membership, sponsorship, conference revenue, and competitive grant funding.
- Leveraged over \$25M in private funding with \$500,000 in state grant funds.
- Built diverse board of directors; created and recruited international Council of Advisors.

OTHER ACTIVITIES, INTERESTS, AND HONORS

Selected boards and task forces: Oregon Road User Fee Task Force (current,) Oregon Repertory Singers, Sustainable Northwest, Oregon Nonprofit Leaders Conference, State Environmental Leadership Project, Governor's Advisory Group on Global Warming, Willamette Partnership,

Kelly Yearick

855 SE 39th Ct., Hillsboro, OR 97123 | (828) 400-1422 | kelly.yearick@gmail.com

Education

MASTER OF ENVIRONMENTAL MANAGEMENT | 06/2017 | PORTLAND STATE UNIVERSITY

- Additional degree: Graduate Certificate in Sustainability
- GPA: 4.0/4.0
- Related coursework: Introduction to Geographic Information Systems, Project Management for Scientists, Environmental Data Analysis, Economics of Sustainability, Environmental Sociology, Sustainable Development Practices, Environmental Impact Assessment
- Officer, Wildlife Science and Conservation Club
- Student Fellow of the Institute for Sustainable Solutions

BACHELOR OF SCIENCE WITH HIGHEST DISTINCTION | 05/2012 | UNIVERSITY OF NORTH CAROLINA- CHAPEL HILL

- Major(s): Biology, Environmental Science; Minor: Chemistry
- GPA: 3.886/4.0
- Honors: Dean's List 7 semesters, Phi Beta Kappa Academic Honor Society

Skills & Abilities

- **PROFICIENCY WITH GEOGRAPHIC INFORMATION SYSTEMS (GIS) AND ARCGIS SOFTWARE**
- **PROFICIENCY WITH MICROSOFT EXCEL, MICROSOFT ACCESS**
- **PROJECT MANAGEMENT**
- **FAMILIARITY WITH NEPA PROCEDURE**

Work Experience

COMMUNITY ENGAGEMENT SPECIALIST, AMERICORPS MEMBER | FORTH | SEPTEMBER 2017-PRESENT

- Provide education and outreach about electrified and shared mobility
- Support efforts to increase access to clean transportation options for traditionally underserved communities
- Design and implement curriculum about electric vehicles for youth

ENVIRONMENTAL EDUCATION INSTRUCTOR | TUALATIN HILLS PARKS AND RECREATION | APRIL 2016-AUGUST 2017

- Lead outdoor education programs and nature hikes
- Review and evaluate new and existing programs to determine their efficiency and effectiveness, and recommend any modifications

GRADUATE TEACHING ASSISTANT | PORTLAND STATE UNIVERSITY | AUGUST 2015-PRESENT

- Lead discussion and teach undergraduate laboratory sections
- Evaluate and grade exams, assignments, and papers and record grades

Publications

Book Review: Brian K. Obach: Organic struggle: the movement for sustainable agriculture in the United States: The MIT Press, Cambridge, Massachusetts, 2015, 327 pp, ISBN 978-0-262-02909-4

Published October 2016, Agriculture and Human Values

Oct 2016 · Agriculture and Human Values

Alan C. Bates

linkedin.com/in/alancarterbates

ELECTRIC AND SHARED MOBILITY LEADER, TRANSPORTATION SPECIALIST

SUMMARY

Project management and leadership: 20+ years managing large-scale projects in alternative transportation (including car sharing, mobility services, clean-tech, electric vehicles & infrastructure, smart cities), sales force management, P&L responsibility

PROFESSIONAL EXPERIENCE (MOST RECENT)

2018 – Present Envoy Technologies
General Manager – Pacific Northwest

Portland, OR

- Launch, grow and manage a station-based car sharing business, including a fleet of electric vehicles and supporting charging infrastructure in Oregon and Washington
- Develop B2B and B2C markets, conduct marketing and operations in tandem with Envoy teams. Design and execute marketing strategy for member awareness, acquisition and activation activities, complimented by extensive market research background. CRM fluency
- Provide transportation consulting and strategy to developers, property managers, municipalities, non-profits, agencies and trade groups to launch mobility as an amenity in residential communities, workplaces and hotels

2016 – 2018 ReachNow (BMW of North America)
Market (General) Manager - Portland

Portland, OR

- Managed a multi-million dollar P&L for a one-way (free floating) car sharing business serving thousands of members with a large fleet of BMWs and MINIs, including electric vehicles and supporting infrastructure

2009 – 2016 Shorepower Technologies
Vice President of Marketing

Portland, OR

- Designed and managed marketing and sales programs for a fast-growing transportation electrification infrastructure company

EDUCATION

1991 - 1995 Babson College
Marketing/Entrepreneurial Studies

Wellesley, MA

- Bachelor of Science, *Summa Cum Laude*
- #1 Entrepreneurship program, *U.S. News & World Report*
- #2 Best Business College in the U.S. *Money Magazine* (2019)

2007 Executive Forum Leadership Lab
Graduate Certificate of Completion

Lake Oswego, OR

- Comprehensive course on communication, coaching, problem solving, and change leadership



Brian Trice
 2650 Sunset Ave | West
 Linn, OR 97068
triceb@cwcleancities.org
 | **503-688-0989**

include: *ICOM, AGA, Altech Echo, Westport, Prins, Worthington, Cobham, Momentum, Agility, Freightliner, PACCAR and several more.*

- Developed the CNG Fuel Inspector

Professional Experience

Columbia-Willamette Clean Cities Coalition | Executive Director

Nov 2011 – Present

- Create commercial opportunities to support alternative fuel vehicles, hybrid, and idle-reduction technologies, products, fuel production, and infrastructure development.
- Prioritize coalition activities and established timelines for implementation.
- Establish work groups to share the workload, build support for goals, and facilitate progress.
- Clean Cities Coordinator Council, representative for the Western Region coalitions in Oregon, Washington, Idaho, Utah, Wyoming, Montana, Hawaii, Nevada, Colorado

Advanced Transportation Technology Center (ATTC)/Linn-Benton Community College

Alternative Fuels Transportation Manager Jul 2014 – 2018

- Provide ATTC with a leadership role with business, industry, and government entities
- Envision, develop, and implement revenue-generating activity in alternative fuels
- Co-developed the Alt Fuel vehicle conversion program, partners

class and was responsible for bringing in the students.

- Created the Government Fleet Technician Training program for local cities, counties and other government agencies.
- Responsible for the Innovation Center business development for our industry partners.
-

McCoy Freightliner / TransEnergy Solutions

Alternative Fuels Transportation Director Mar 2011- Jul 2014

- Organized and delivering educational seminars and events to fleets
- First dedicated alternative fuels specialist for Freightliner
- Over \$5 million in truck sales

Green Transportation Summit & Expo Series

Conference Director / Creator Jun 2011 – Present

- Planned and executed 16 conferences across the US and Canada
- Collaborated and partnered with regional Clean Cities Coalitions and EPA
- Raised approximately \$250K for each conference
- Attracted over 400 attendees per show

Dexter Turner

EDUCATION	<p>Iowa State University, Ames, Iowa MS, Aerospace Engineering, December 1990 BS, Aerospace Engineering, May 1989</p> <p>Seattle University, Seattle, Washington Masters of Business Administration, December 1998</p>
RELEVANT EXPERIENCE	<p>OpConnect, LLC, Portland, OR <i>President/CEO</i> 2010 - Present Developed the vision behind the OpConnect electric vehicle charging system. This EV charging system represents an end-to-end solution including software running on the EV chargers, mobile applications, back office systems and web portals. I have been the chief technology visionary as well as CEO for this company.</p> <p>Aug 01 - Dec 14 Optimization Technologies, Inc., Portland, OR <i>President/CEO</i> Optimization Technologies provides software development and consulting services for a variety of industries. We provide consulting, software development and communications security software including business process automation, web-based applications and mobile phone applications. We also provide software for the OpConnect EV charging stations. I perform business development, finance, project management and systems engineering roles on a variety of contract development projects.</p> <p>Apr 00 - Aug 01 Network Associates – McAfee, Beaverton, OR Variety of Positions held as the needs of the company evolved: I was hired to put aerospace software development standards and processes into place for the VirusScan and NetShield products. I developed an FAA-like software development quality manual including standards, processes, document templates, etc. and trained the engineering department on this manual. I later became the Group Manager responsible for software QA, engineering services and Beta programs. My final position was the product manager for the NetShield product.</p> <p>Sept 96 - Mar 00 Honeywell – Commercial Aviation Systems, Phoenix, AZ <i>Technical Manager II</i>, MDXX FMS Guidance/Navigation/Performance Software Led a team of software developers in the development, verification and certification of flight management system (FMS) software for the Boeing - Long Beach Division commercial airplane programs.</p> <p>Jan 91 - Sept. 96 The Boeing Company – Boeing Commercial Airplanes, Seattle, Washington <i>Senior Engineer</i>, Aerodynamics & Airplane Certification</p>

ROBERT LANGFORD

SUMMARY

Experienced automotive professional in multiple disciplines. Combines leadership experience with excellent communication and presentation skills. Emphasizes teamwork and positive attitude. Strengths include dealer relations, dealer network planning and analysis, and dealer development including facility and operations improvement.

EXPERIENCE

American Honda Motor Co., Inc.

April 1985 - Present

July 2011 – Present Manager, EV Sales and Marketing

Tasked with launching the Fit EV and Accord Plug-In, including establishing dealer network, developing marketing strategy, and coordinating launch efforts with multiple departments and vendors. Other duties include project management, industry relations, company spokesperson with media and at industry events, participation in product development, and customer service.

June 2008 – June 2011 Manager, Market Planning

Managed activities of 6 person department involving dealer network issues, including market studies, identifying open points and dealer relocations, and tracking dealer sales effectiveness. Worked with field sales personnel to implement national policies and strategies. Worked with legal counsel to defend AHM actions against protests and challenges.

July 2005 – May 2008 Manager, Company Vehicles Administration

Managed a 12 person department responsible for ordering, tracking, and disposal of a 7,000 vehicle fleet of associate lease, manager, and department vehicles.

Aug 2002 – June 2005 Honda Assistant Zone Sales Manager, Southeast

Supervised sales activities of 7 District Sales Managers calling on 121 dealers in 4 states. Responsible for distribution and retail of over 14,000 vehicles per year.

May 2001 – Aug 2002 Honda Assistant Zone Manager, Market Rep, North Central

Directed Market Rep activities of 6 District Sales Managers including, renewals, ownership transfers, and facility actions.

July 1996 – May 2001 Assistant Manager, Market Planning

Responsible for conducting market studies and registration analysis to identify opportunities for market network development, including open points and dealer relocations for both Honda and Acura Divisions.

April 1985 – June 1996 District Sales and Parts Manager positions

EDUCATION

1976 - 1978 University of Colorado Boulder, CO

1979 – 1983 California State University Carson, CA

- B.A., Business Administration/Marketing

Will Norris

GRADUATE SCHOOL

Willamette University – Atkinson School of Management

MASTER OF BUSINESS ADMINISTRATION, 2012

COLLEGE

University of Oregon

BACHELOR OF SCIENCE, Business Administration, 2008

BACHELOR OF SCIENCE, Planning, Public Policy, and Management, 2008

EXPERIENCE

2016 – PRESENT | **Finance Dir. & Asst. City Manager | City of Hood River**

All Funds Budget: \$42.1 million City, \$6.2 million Urban Renewal

- Manage the City Finance Department; serve as the City Manager in the City Manager's absence. Responsible for city functions of accounting, budget, treasury, accounts payable, utility billing, tax collection, municipal court, three urban renewal districts, & information technology
- Initiated debt refinancing related to the City's waterline, saving \$2.17 million in interest expense
- Primary staff liaison with Standard & Poors during a credit rating review of the City's General Obligation Bonds, ending in the City increasing its credit rating from AA- to AA
- Initiated and managed city-wide information technology assessment and five-year strategic plan
- Established and administered the City's first short-term rental licensing program with over 95% licensure compliance in its first year

2014 – 2016 | **Chief Financial Officer | Columbia Gorge Community College**

All Funds Budget: \$21.9 million

- Responsibility for financial functions of the college, including budget implementation, accounting, treasury, accounts receivable & payable, procurement, and the college bookstore
- Appointed Budget Officer for the development of the fiscal year 2015-16 budget that eliminated a 20% operating deficit and included the institution's first reduction-in-force
 - Issued the college's first Community Budget Book to accompany the full budget document
 - Managed Budget Committee meetings and presentations
 - Balanced the college's finances without eliminating any academic programs
- Managed annual audit, receiving an unmodified opinion and reducing audit findings from thirteen to four in two years with a plan to eliminate all findings over the subsequent year
- Revised the college's financial policies and developed the institution's first reserve policy

2013 – 2014 | **Special Projects Officer | Long Beach, CA – Police Dept.**

Police Department Budget: \$199.9 million

- Managed strategic initiatives, long-term financial planning, instituting administrative process improvements, and financial management of FEMA Homeland Security Grants
- Primary responsibility for administering procurement activities in a department that spent \$19 million annually with over 600 vendors

Kathy Fitzpatrick

Kathy Fitzpatrick, MCEDD Mobility Manager has experience and training in government administration, land use and transportation planning, and project management. She is a Ford Family Foundation Fellow (Federal Grant Writing Specialist) and has experience managing state and federal grant projects.

She provides mobility management, professional economic development, grants management, and project management services to members and regional organizations.

Kathy Fitzpatrick has been with the Mid-Columbia Economic Development District since 2017 as the MCEDD Mobility Manager. The MCEDD Mobility Manager promotes a vision for a connected transportation system throughout the region. The Mobility Manager convenes the bi-state Gorge TransLink Alliance, manages the Drive Less Connect program in Hood River, Wasco and Sherman counties and is responsible for a variety of specific transportation contracts for MCEDD.

Kathy received her Masters in English from San Diego State University and has experience and training in government administration, land use planning, project management, and grant writing. She is a Ford Family Foundation Fellow (Federal Grant Writing Specialist).

Kathy is deeply committed to serving the diverse rural area of the Columbia River Gorge and believes that transportation modal diversity has the power to profoundly impact Gorge communities by addressing issues related to equity, housing affordability, physical and emotional health, social connectivity, and sustainability.

Marla Harvey

1312 13th Street, Apt C, Hood River OR 97882 | (805)245-5125 | marla@mcedd.org |

Education:

Whitman College, Walla Walla, WA

May 2016

BA in Environmental Studies-Politics

School for International Learning Quito, Ecuador

January 2015 – May 2015

Relevant Skills

- Managing diverse teams of volunteers and building partnerships across entities
- Facilitating collaborative group decision making processes
- Developing report quickly and foster relationships overtime
- Problem solving and taking initiative in finding solutions in complex and changing environments
- Understanding, organizing, and communicating energy and greenhouse gas emission data
- Intermediate-advanced understanding of energy policy, players, trends, funding, and technical realities in Oregon

Relevant Experience:

Energy Coordinator, Mid-Columbia Economic Development District

September 2018 – Present

- Engage governing bodies, volunteers, and partner organizations individually and collectively to identify near- and long-term collaborative activities that help local jurisdictions reach the Energy Plan goals and track cost/benefits.
- Support the development and implementation of key projects.
- Schedule and facilitate meetings with private and public entities

Energy and Sustainability Coordinator, Hood River, OR

September 2016 – July 2018

- Coordinated 40+ person, 5 subcommittee collaborative effort to draft the award-winning multi jurisdiction Hood River County Energy Plan
- Organized and co-wrote an 80+ page planning document, Hood River County Energy Plan
- Presented and prepared preparation materials for over 20+ times to governing bodies, community groups, and community members
- Organized and facilitated over 40 planning meetings with relevant stakeholders.
- Secured and administered over \$90,000 in grants and investments from local foundations, electric utilities, and residents

Communications Intern Wallowa Resources, Wallowa, OR

June-August 2015

- Managed communication with 15+ organizations for 200 person+ community event
- Completed informational interview with organization leader, wrote lead article for spring newsletter
- Gathered and synthesized data from 10+ sources on community energy makeup

Associate with Orange County Renewable Energy Society, Seal Beach, CA

June – August 2014

- Researched hard to find information on community alternative to utility power and wrote 3 part blog on findings
- Interviewed 15+ organizations and individuals and compiled master spreadsheet on findings
- Helped organize community event of over 45 guests

Resident Assistant at Whitman College, Walla Walla, WA

January 2014 – December 2014

- Trained and practiced in conflict resolution, active listening, and managing diverse personalities
- Maintain regular communication with staff and building community, 35 students
- Collaborated with staff members to manage multiple hall events of 75+ students

BIOGRAPHICAL SKETCH			
Name Paul D. Whitney		Position Title Scientist, Technical Team Lead	
Education and Training:			
Institution and Location	Major/Field of Study	Degree	Year
University of Wisconsin – Madison	Statistics	Ph.D.	1984
University of Oklahoma	Mathematics	B.S.	1979

Research and Professional Experience

2019-present Technical Team Lead – Information Analytics, Pacific Northwest National Laboratory

1996-present Staff Scientist, Pacific Northwest National Laboratory

2003-2012 Technical Group Leader, Computational Mathematics, Pacific Northwest National Laboratory

1995-1998 Adjunct Lecturer, Washington State University

1991-1995 Senior Research Scientist, Pacific Northwest National Laboratory

1990-91 Faculty Research Associate, Southern Methodist University

1987-90 Assistant Professor of Statistics, Southern Methodist University

1984-87 Assistant Professor of Statistics, the University of Texas at Dallas

Pacific Northwest National Laboratory June 1991 – Present

Selected projects, roles, and activities:

- Line management – Information Analytics (May 2019-Present), Computational Mathematics (2003-2012). Key activities include 1) staff development, retention, and recruiting, and 2) develop research and project objectives.
- DOE NNSA Project Lead (October 2016 – Present), developed and adapted data analysis algorithms to support nuclear non-proliferation.
- Future Power Grid Initiative Management Team (October 2011 – Sept 2014). Contributed to setting technical direction for research in support of managing next generation power grid, and communicating out technical progress on the research results.

Selected Publications and Patents

Gosink L.J., C.C. Overall, S.M. Reehl, P.D. Whitney, D.L. Mobley, and N.A. Baker. 2017.

"Bayesian Model Averaging for Ensemble-Based Estimates of Solvation Free Energies." *Journal of Physical Chemistry B* 121, no. 15:3458-3472. PNNL-SA-120889.

doi:10.1021/acs.jpcc.6b09198

White AM, ZN Gastelum, and PD Whitney. 2014. "Developing a Validation Methodology for Expert-Informed Bayesian Network Models Supporting Nuclear Nonproliferation Analysis." In *Proceedings of the Information Analysis Technologies, Techniques and Methods for Safeguards, Nonproliferation and Arms Control Verification Workshop*, May 12-14, 2014, Portland, Oregon, pp. 229-236. Institute of Nuclear Materials Management, Deerfield, IL

Riensch RM, and PD Whitney. 2012. "Combining Modeling and Gaming for Predictive Analytics." *Security Informatics* 1(August):Article No. 11. doi:10.1186/2190-8532-1-11

Google Scholar Page for a more complete listing:

<https://scholar.google.com/citations?user=LQvPo3kAAAAJ&hl=en>

BIOGRAPHICAL SKETCH			
Name Katherine E. Wolf		Position Title Advisor, Data Sciences	
Education and Training:			
Institution and Location	Major/Field of Study	Degree	Year
University of Oregon	Law	J.D.	1998
American University	Law & Society	B.A.	1995

Research and Professional Experience

Pacific Northwest National Laboratory

May 2001 - Present

- **Advisor-4 / Program Manager**, PNNL (2001–current). PNNL / NIAC’s engagement lead for Smart Cities, manages predictive consequence modeling & analysis, conducts regional outreach to academic and industry. Managed several cyber programs related to intelligence and counterintelligence missions for several federal agencies, including full life cycle planning and execution from scope development through project delivery and close out. Subject matter contributor in multiple PNNL initiatives focused on cyber for national security sponsors, including the Future Power Grid Initiative and the Asymmetric Resilient Cybersecurity Initiative.
- **Senior Intelligence Analyst**, Federal Bureau of Investigation (FBI) (1998–2001). Supported federal criminal and counterintelligence investigations and other activities related to foreign intrusions into government computer networks. Appointed as the FBI representative to the National Intelligence Council (NIC) for an Intelligence Community Assessment on foreign intrusion activities. Authored materials for Infrastructure Protection Digest, Critical Infrastructure Developments, and threat assessments. Briefed senior IC and DoD staff on current cyber threat technologies and environment.

Publications and Conference Presentations

- Whitney PD, SE Thompson, **KE Wolf**, and AJ Brothers. 2009. "Bayesian Assessments of Likelihood, Consequence and Risk for Comparing Scenarios." Abstract submitted to 18th Annual Conference on Behavior Representation on Modeling and Simulation
- Chin G, Jr, OA Kuchar, and **KE Wolf**. 2009. "Exploring the Analytical Processes of Intelligence Analysts." In Proceedings of the 2009 Human Factors in Computing Systems Conference (CHI 2009), pp. 11-20. Association of Computing Machinery, New York. DOI:[10.1145/1518701.1518704](https://doi.org/10.1145/1518701.1518704).
- Whitney PD, **KE Wolf**, SE Thompson, GA Coles, J Young, DA Niesen, CL Henderson, AJ Brothers, KD Jarman, and SJ Walsh. 2009. "Dynamic Scenarios for Organizations in Infrastructures ." PNNL-SA-65510 Pacific Northwest National Laboratory, Richland, WA.
- Gracio DK, GA Anderson, **KE Wolf**, and PD Whitney. 2007. "Data-Intensive Computing In Action." PNNL-SA-54196 Pacific Northwest National Laboratory, Richland, WA.
- Young J, PD Whitney, SE Thompson, AJ Brothers, GA Coles, **KE Wolf**, CL Henderson, and BL Hoopes. 2007. "The Use of Dynamic Stochastic Social Behavior Models to Produce Likelihood Functions for Risk Modeling of Proliferation and Terrorist Attacks." Abstract submitted to PSAM9, Hong Kong, Hong Kong. PNNL-SA-57058.



BRIDGE REPLACEMENT PROJECT

Project Director Report

August 6, 2019

The following summarizes Bridge Replacement Project activities from July 9-31, 2019.

TRIBAL AGENCY ETHNOGRAPHIC SURVEY (ES) CONTRACTS

As part of the National Historic Preservation Act (NHPA), Sec. 6 requirements for an Environmental Impact Statement (EIS), WSP will conduct background research at historic preservation agencies to develop a detailed understanding of the impacted area's history. An extensive baseline report and methodology memorandum has been produced and are about to be sent to the state historic preservation departments and tribal agencies. Though WSP will be conducting a "Cultural Resources Survey" (CRS) as part of the Port's contract, ODOT – representing the Fed. Hwy. Admin. -- will be taking the lead in coordinating the communication (nation-to-nation) with the tribal agencies. Roy Watters, ODOT Tribal Resources Officer, has extensive knowledge and experience working with the four treaty tribes in the mid-Columbia region: Nez Perce, Umatilla, Warm Springs and Yakama.

A typical CRS focuses on historic properties, above ground structures, below ground resources and traditional cultural properties (TCPs) valued by native peoples. The CRS documents known historic, archaeological and TCPs from a literature review, surveys and evaluates which of those resources are eligible or already listed on the National Register of Historic Places, and makes a finding of effect. Part of the background summarized in the CRS includes the ethnographic context.

In Watters' initial conversation with the Nez Perce, their cultural resources officer suggested conducting an "Ethnographic Survey" (ES) in addition to the Cultural Resources Survey (CRS). An ES typically includes a detailed ethnographic/historic context of the project area, results of past research, summaries of oral histories collected as part of the study and a description of the methodology utilized in collection of all relevant data.

An ES is focused more on people and culture and is a deeper dive into that one aspect of the CRS. The data collection may come from existing literature, conducting oral histories/interviews, and participant observation. For the tribes, this type of study could identify how past generations used particular locations in the Area of Potential Effect (APE) for cultural practices (e.g., fishing or processing, harvesting, ceremonial). Ethnographic Surveys were not included in the Port's contract with WSP.

Fig. 2

PROPOSED CHANGES TO PROFESSIONAL SERVICE CONTRACT BUDGET ITEMS
7/31/19 14:57

	ORIGINAL	PROPOSED	\$Δ +/-
	FY19-20	FY 19-20	
CONTRACTED PROJECT ADVISORS			
Otak	\$ 15,000	\$ 15,000	\$0
Siegel	\$ 45,000	\$ 45,000	\$0
Clary	\$ 5,000	\$ 5,000	\$0
SWRTC	\$ -	\$ -	\$0
Akana	\$ 5,000	\$ 5,000	\$0
Mott	\$ -	\$ -	\$0
WSP	\$ -	\$ -	\$0
	\$ 70,000	\$ 70,000	\$0
PROFESSIONAL SERVICES - OTHER STUDIES/AGENCY REVIEW			
Stantec	\$ -	\$ -	\$0
ODOT	\$ 80,000	\$ 80,000	\$0
WSDOT	\$ 20,000	\$ 20,000	\$0
Nez Perce	\$ -	\$ 25,000	\$25,000
Umatilla	\$ -	\$ 25,000	\$25,000
Yakama	\$ -	\$ 25,000	\$25,000
Warm Springs	\$ -	\$ 25,000	\$25,000
USACE	\$ -	\$ -	\$0
OPEN T&R	\$ 135,000	\$ 45,000	(\$90,000)
OPEN PROJECT DELIVERY	\$ 20,000	\$ 10,000	(\$10,000)
OPEN AGENCY REVIEW	\$ 25,000	\$ 25,000	\$0
	\$ 280,000	\$ 280,000	\$0
PROFESSIONAL SERVICES - NEPA (WSP USA)			
WSP	\$ 1,481,000	\$ 1,481,000	\$0

Though conversations have just begun with the tribal agencies, at least one has indicated a preference to have an ES prepared. It is likely that the other tribes will be interested as well. The discussions will begin in earnest in early August when the Sec. 106 Methodology Memo and Baseline Study are sent to the tribal agencies as part of the NEPA process.

After some discussion, the most expedient way to complete these studies would be for the Port to contract directly with the tribal cultural resource offices. Watters anticipates that the costs of the surveys could be in a range of \$10-20,000 per study. The tribes have technical staff experienced in conducting these oral histories. Interestingly, the surveys are not public documents because of sensitive resources usually identified in the report.

The budget chart on the previous page shows that the studies could be conducted without dipping into the total project contingency. There is \$180,000 in open professional services contracts for traffic and revenue, project delivery studies and other government reviews. The five-year project budget is included in this month’s meeting packet.

In addition, Port counsel has recommended using Lea Ann Easton, an attorney practicing in tribal affairs, to prepare the personal services contracts. The project director has shared the anticipated ES scope with Easton and a personal services contract for technical services is being developed for commission approval.

The ES scope includes the following keys dates:

- Preliminary Results – due March 1, 2020
- Draft Report – due May 1, 2020

- Draft Executive Summary – due May 1, 2020
- Final Report – due June 1, 2020
- Final Executive Summary – June 1, 2020

The Supplemental Draft EIS will be completed by March 2020 and, though the final reports would not be completed until a few months later, any significant preliminary results could be incorporated into the SDEIS with no loss of schedule.

In consultation with ODOT, WSP and Otak, the Project Director feels that these potential studies will show the four treaty tribes that the Port of Hood River is sensitive to the unique history of this region and pro-actively engaging the agencies to foster a deeper understanding of the resources affected by the replacement of the Hood River Bridge.

COST TO COMPLETE ANALYSIS

The Port just completed the first year of its 30-month contract with WSP to complete the NEPA process related to the Hood River Bridge replacement. As part of the contract, WSP will produce a “cost to complete” analysis every twelve months.

Late last month, WSP sent a draft analysis. The target was no increase to the original contract budget and to complete the FEIS/ROD by the end of 2020. There were adjustments to some Scope and Budget items. Chuck Green, the Port’s NEPA advisor, and I will be reviewing the materials and having discussions over the next month with WSP to fully understand the adjustments. Since we do not anticipate a formal change order, there will be no need for commission action. There will be, however, significant movement between Tasks which will take Executive Director approval. Budget from the Engineering Task may be moved to the Permitting Task to finish the increased scope, as shown below.

Fig. 1
DRAFT COST TO COMPLETE CHANGES TO NEPA CATEGORIES
 8/1/19 12:00

	ORIGINAL	C2C	\$Δ +/-
PROF. SERVICES - NEPA (WSP USA)	TOTAL	TOTAL	
Task 1. Project Management	\$382,583	\$441,865	\$59,282
Task 2. Public Involvement	\$280,265	\$256,596	(\$23,669)
Task 3. Project Delivery Coordination	\$19,440	\$-	(\$19,440)
Task 4. Tolling/Revenue Coordination	\$-	\$-	\$0
Task 5. Environmental	\$1,056,247	\$1,238,286	\$182,039
Task 6. Engineering	\$802,771	\$672,815	(\$129,956)
Task 7. Transportation	\$151,390	\$123,915	(\$27,475)
Task 8. Permitting	\$178,179	\$152,691	(\$25,488)
Task 0. Direct Expenses	\$277,125	\$261,833	(\$15,292)
	\$3,148,000	\$3,148,000	\$0

Though Environmental and Project Management are seeing an increase in scope; the decreases are not necessarily pulling from needed work. As an example, the Transportation

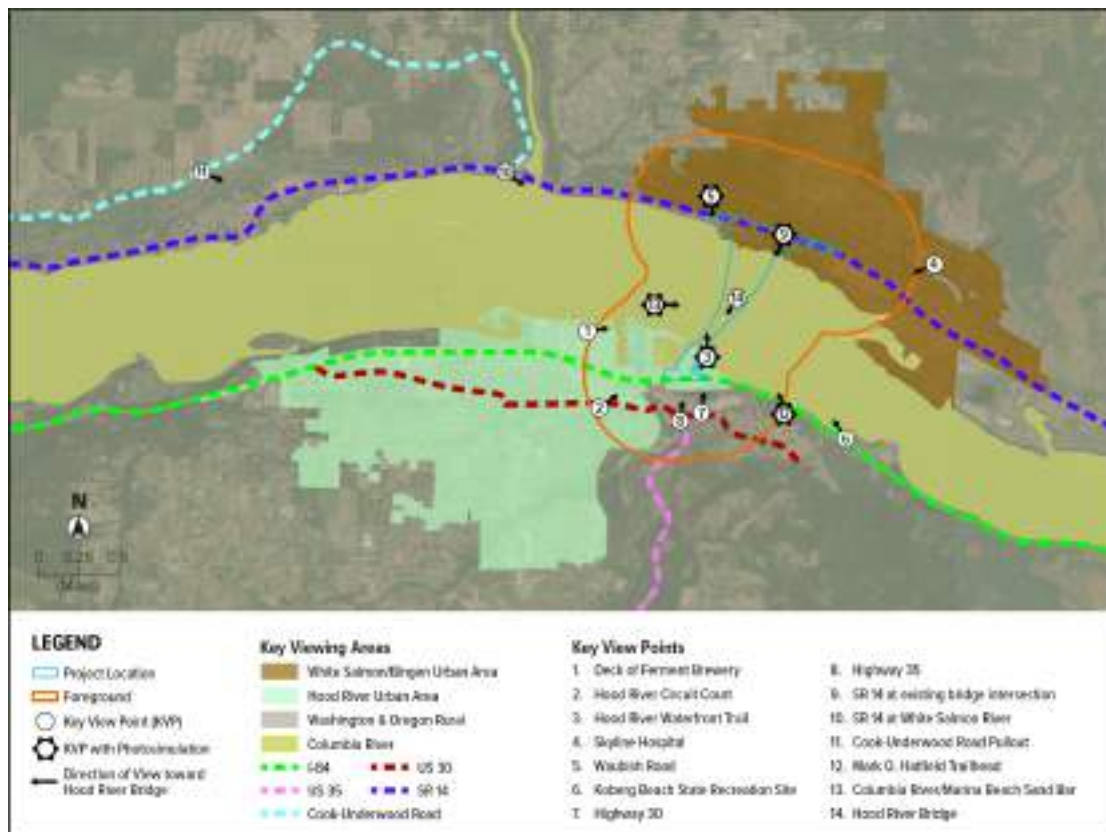
Task did not have a scope change, the work is almost complete, and it came in almost \$27k under budget.

That being said, there are 65 sub-tasks that need to be further evaluated on a number of criteria. I would like to invite Chuck Green, Otak, to attend the first September meeting to present the changes to the Commission and answer any questions about the balance of the project.

The good news – a year into the project – is that WSP feels that the project can still be completed with the original budget amount.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS

- Environmental Justice Technical Outreach Events: Sept. 6, Hood River Farmers Market; Sept. 6, White Salmon Huckleberry Festival; Sept. 11, Bingen Food Bank. Opportunity for consultants to speak with minority and lower income populations about tolling. Discuss ways to mitigate impacts of tolling related to bridge replacement.
- As part of the Visual Impacts Report, WSP has produced five images of the proposed bridge type from locations throughout the gorge. The sites were selected following NEPA criteria which considers visual impact for specific users, including residences, roadway users, bikes/peds, park users, and Columbia Gorge key viewing areas. Urban area (Port facilities) are exempt from the requirements and an image was not created. If there is interest in having an additional photo sim (for purposes other than NEPA), WSP would be able to estimate a cost for a sixth image.



OTHER ITEMS

- Worked with Schwabe Williamson to develop WSP contract amendment.
- Attended Dave Harlan's retirement get together in Salem. Harlan served as the Business Oregon Port's Manager for several years.
- In process of completing 2019 2Q ODOT Reimbursement Request for \$427,000.
- Worked with Brad Boswell and staff to develop government affairs scope of work and contract.
- Prepared Slides for Congressional Staff Presentation.
- Staff is looking for Commission appointments to the Environmental Impact Statement Working Group (EISWG). Next meeting is in September.
- August Update included in packet is being distributed through region.
- High-level 5-year Project Budget FY17-22 included in packet.
- Intern Tyler Mann developing a list of oral histories and chronology of key dates in bridge history before heading back to college. Mann had a few weeks and offered to help get a start on the bridge history project.
- Would like to obtain an Engineering Analysis with Mott McDonald (or other engineering firm) to provide a break down on engineering/design phases, time to complete phases and natural break points in engineering. The results of this study would be included in the Post-NEPA concept schedules that are being updated and refined. ODOT has indicated that this type of contract would be eligible for reimbursement from HB2017.

MEETING/OUTREACH SCHEDULE

- Oregon Public Ports Association (OPPA), Salem, July 18
- Congressional Bike Tour/Bridge Update, Hood River, Aug. 6
- Klickitat County Transportation Committee Meeting, Bingen, Aug. 7
- White Salmon City Council Meeting, Aug. 7
- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Aug. 8
- Bi-monthly Project Lead Agency Coordination Meeting, Portland, Aug. 22
- OPPA, Salem, Aug. 22
- Monthly Project Team Meeting, Portland, Aug. 23
- Monthly Cultural Resources Meeting, Portland, Aug. 23
- Hood River Farmers Market, Sept. 6
- White Salmon Huckleberry Festival, Sept. 6
- Bingen Food Bank, Sept. 11
- EISWG Meeting #4, Sept. 12
- Klickitat County League of Women Voters Presentation, Bingen, Sept. 16

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EIS UPDATE

BRIDGE REPLACEMENT PROJECT

AUGUST 2019

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

What's new on the project?

- Completed five environmental technical reports; remaining ten technical reports are being drafted and reviewed by the Port, ODOT, WSDOT, and FHWA.
- Conducted natural resource surveys for the draft biological assessment.
- Initiated consultation with seven Native American tribes, and distributed the cultural resources area of potential effect and methodology memoranda for analyzing impacts to all environmental resources for the tribes' review.
- Completed draft photo simulations of what the replacement bridge would look like and draft architectural concepts for Port and ODOT review.
- Advanced the Administrative Draft #1 of the Supplemental Draft EIS.
- Submitted permit applications for in-water geotechnical investigations.

What are the next steps?

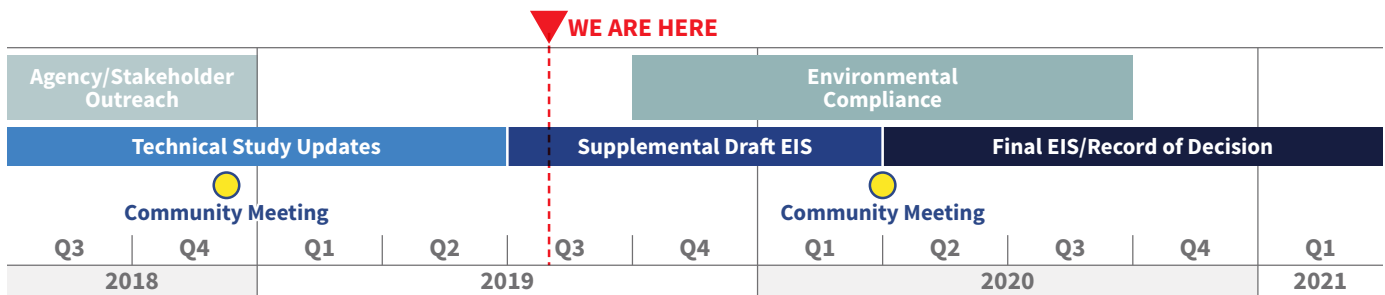
- Hold EIS Working Group #4 meeting and community outreach meetings in September to provide a progress update and invite input on conceptual design of the roadway connections to the bridge; visualizations of the replacement bridge; and preliminary environmental impacts.
- Advance remaining environmental technical reports and the biological assessment.
- Begin preparing for cultural resources field investigations.
- Complete Administrative Draft #1 of the Supplemental Draft EIS for technical review by the Port and ODOT.
- Finalize the navigation impact report to address comments from the US Coast Guard.



How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.



To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

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

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	A	L	T	AH	AW	BL	BP	BQ	
1	DRAFT								
2	BRIDGE REPLACEMENT PROJECT								
3	within the BRIDGE R&R FUND								
4	7/31/19 15:14								
5								L+T+AH+BL+BP	
6	Audited	Projection for	Adopted	RESOURCES & REQUIREMENTS DESCRIPTION			FY 20-21	FY 21-22	PROJECT TOTAL
7	Fiscal Year	Fiscal Year	Fiscal Year				Proposed By	Proposed By	
8	2017-18	2018-19	2019-20	Project Director	Project Director				
35	REQUIREMENTS								
36									
37	64,242	175,218	205,100	PERSONAL SERVICES	98,258	0		542,818	
38	48,434	117,970	141,900	Wages	71,000				
39	15,808	57,248	40,000	Benefits	21,000				
40		0	23,200	Taxes	6,258				
41			0	...	0				
42									
43	196,569	1,297,908	1,895,000	MATERIALS & SERVICE	636,059	1,000		4,026,536	
44	0	1,186,441	1,481,000	Professional Services - NEPA (WSP USA Inc.)	480,559	0		3,148,000	
45	0	164,537	151,000	.....Task 1. Project Mgt.	67,046	0		382,583
46		113,932	114,000	.....Task 2. Public Involvement	52,333			280,265
47		0	0	.....Task 3. Project Delivery Coordination*	19,440			19,440
48		0	0	.....Task 4. Tolling/Revenue Coordination	0			0
49		427,582	438,000	.....Task 5. Environmental	190,665			1,056,247
50		216,133	459,000	.....Task 6. Engineering	127,638			802,771
51		117,114	25,000	.....Task 7. Transportation	9,276			151,390
52		127,076	55,000	.....Task 8. Permit Assistance*	-3,897			178,179
53	0	20,067	239,000	.....Task 0. Other (Direct Expenses)	18,058			277,125
54	142,017	52,354	70,000	Contracted Project Advisors	4,500	0		268,871	
55	49,127	38,305	45,000	.....Procurement/Financial Advising (Siegel)	0	0		132,432
56	20,280	8,104	15,000	.....NEPA Advising (Otak)	2,250	0		45,634
57	37,740	2,040	5,000	.....Procurement/Delivery Advising (Clary)*	2,250	0		47,030
58	11,500	0	0	.....EIS RFP Services (SWRTC)	0	0		11,500
59	2,619	0	0	.....Pre-FEIS (WSP)				2,619
60		3,625	5,000	.....Cultural Resources Advising (Akana)	0	0		8,625
61	20,751	0		.....Preliminary Cost Estimate (Mott)				20,751
62		280	0	.....Other				280
63	0	22,500	280,000	Professional Services - Other Studies/Agency Review	90,000	0		392,500	
64	0	20,000	135,000	.....Traffic/Tolling/Funding Study (Stantec)*	30,000	0		185,000
65	0	0	20,000	.....Project Delivery Analysis*	20,000	0		40,000
66		2,500	125,000	.....Government Agency Review	40,000			167,500
67	0		0	.....Miscellaneous Studies	0	0		0
68				Post-NEPA Activities					
69	34,215	5,548	14,000	Legal	10,000	0		63,763	
70	22,450	5,170	6,000	.....Local Counsel (Jaques Sharp)	6,000	0		39,620
71	11,765	378	8,000	.....Specialty Counsel (Schwabe)	4,000	0		24,143
72	0	0		.....State/Fed Agency Costs		0		0
73	818	3,093	20,000	Other Project Items	18,182	1,000		43,093	
74	0	0		.....Initial Right-of-Way*	0	0		0
75	0	0	19,000	.....Project Delivery RFI/Support*	17,000	0		36,000
76	818	3,093	1,000	.....Advertising/Newspaper Notices	1,182	1,000		7,093
77	0	0	0	.....Other/Meeting Expenses		0		0
78	19,519	27,972	30,000	Administrative - Reimbursements, Office, Services, Supplies	32,818	0		110,309	
79	1,330	1,045	2,600	.....IT Service	2,000			6,975
80	434	780	900	.....Phone/Internet Service	800			2,914
81	13,646	25,990	26,000	.....Reimbursements (lodging, travel, etc.)	29,618			95,254
82	3,311	157	500	.....Office Equip & Supplies	400			4,368
83	797	0	0	.....Other	0	0		797
84									
94	260,811	1,473,126	2,100,100	TOTAL EXPENSES	734,317	1,000		4,569,354	
95									
98	0	0	225,000	CONTINGENCY	205,646	0		430,646	
101				* non-NEPA/ODOT-eligible item					
102	260,811	1,473,126	2,325,100	TOTAL REQUIREMENTS	939,963	1,000		5,000,000	

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Staff & Administrative

- Summer intern Jonathan Jones began work on July 29. Jonathan will evaluate the riparian vegetation around the Nichols Basin and prepare restoration recommendations. The last day for intern Tyler Mann will be August 14. He will make a presentation to the Commission at the August 6 meeting.
- We are experiencing an un-precedented shortage of staff in the Facilities Department. Two full-time employees are on medical leave and another is facing that prospect. The hiring process has not yet been completed for the vacant Maintenance III position. Various part-time summer staff will begin to depart mid-month. We are managing through this staffing deficiency, but most in-house capital projects are delayed.
- Hal Hiemstra reports that the Senate Environment and Public Works Committee is working on a FASTAct reauthorization bill called America’s Transportation Infrastructure Act (ATIA). The bill provides \$287 billion in Highway Trust Fund “Contract Authority” over five years and includes a significant new bridge funding program called the Bridge Investment Program. This is one of the initial steps in a long process to craft reauthorization legislation and identify federal funding.
- Hal has also organized a congressional staff visit on August 6th. A group of staffers representing seven Oregon House and Senate offices will participate in a briefing here at the Port followed by lunch and an e-bike ride to Mosier.
- I have executed a small contract with Greg Leo Consulting to assist in our efforts to build working relationships with the Confederated Tribes of the Warm Springs. There are a number of issues where we share common interests.
- Attached is a preliminary proposal from the Center for Public Leadership (“CPL”) at Portland State University to evaluate ways in which the Port and Hood River County Parks & Recreation might create a more efficient delivery methods for some parks and grounds maintenance services. The idea to maximize efficiencies between local special districts has been raised for many years, most recently in the Parks Multi-Jurisdictional Master Plan. Terry Moore is a retired partner of EcoNorthwest, principal at the PCL and a resident of Mosier. I reached out to Mr. Moore to initiate this conversation. I would appreciate Commission direction on next steps.

Recreation/Marina

- Attached is the most recent weekly report prepared by written Sharon and John Chow the Event Site hosts for the summer.
- The signs notifying waterfront users of risk of theft on the waterfront have been modified and re-posted at the Event Site, Frog Beach and the Nichols Dock.

- A new cyclone fence is being installed on the west side of the Marina Basin. The old fence had been damaged, and the footings had been compromised due to erosion.
- Attached is a summary description of the recent waterfront events prepared by Waterfront Manager Daryl Stafford. We are successfully through most of the major events for this summer.
- We have renewed the agreement between the U.S. Geological Survey and the Port of Hood River to collaboratively maintain the operation of Columbia River gauge at the Marina. The cost is \$7,500 equally split between our two agencies.
- The first meeting of the Multi-Jurisdictional Parks Master Plan Sub Committee is scheduled for August 8th. Commissioners Meriwether and Streich represent the Port on this sub-committee.
- On July 18th the Foster Kalama's sculpture at the Nichols Basin Plaza was vandalized. We are consulting with Art of Community about repairs.

Development/Property

- I am in conversations with Key Development about the status of the second phase of development at the old Expo property. It has taken an inordinately long time to obtain a building permit. It is likely a DDA Amendment will be needed.
- Two letters have gone out to the majority of Port building tenants regarding the implementation of the new lease policy. Staff has begun meeting with tenants who are impacted within the next two years to go over changes implemented in early July. The response has been mostly positive, and staff is beginning negotiations with leases to follow in August and September.
- The road paving and wetland fill project at the Lower Mill is ready to bid. Staff anticipates issuing the Invitation to Bid during the first full week of August with a potential contract ready for approval at the August 20th meeting.
- The final plat for the Lower Mill is nearly ready for recording. Terra Surveying is finalizing the easements. Staff recorded the joint maintenance agreement for the future southern boundary road and all development work is anticipated to be complete by October of 2019.
- The attached press release regarding state funding for storm line repairs/relocation was issued to local media outlets on July 23. Genevieve worked closely with City Manager Rachael Fuller and legislative staff on the release.

Airport

- Installation of new fencing at the east end of the airfield near the agricultural access road has been completed.
- The state and federal agencies working on the wetland permits are still on track to completion in August. Staff is in contact with most of them via email or phone on a weekly basis.
- Maintenance crews are preparing the airport for the Fly-In, scheduled for September 15-18th. A final punch list will be expected from airport users by the end of the week.

Bridge/Transportation

- A routine inspection of the Williams gas pipeline across the bridge took place on July 24th. No issues requiring additional work were identified.
- Staff carried out an early-morning maintenance bridge lift on July 21st.
- The license plate recognition cameras are installed in all four lanes and are passing data back to the test environment. Staff reports that we are still working through some bugs within the system as we run different scenarios.
- Overall for FY 2018-19 traffic was lower by 3.5% from the prior year. July 2019 compared to July 2018 shows traffic 8/10ths of 1% down from last year.

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MEMORANDUM

TO: Michael McElwee
FROM: Terry Moore
RE: Proposal for further assessment of opportunities for collaboration among public sector providers of park and recreation facilities and services in Hood River County
DATE: June 2, 2019

Background

You called me to discuss some assistance the Port of Hood River may want related to how the Port and other organizations provide recreational facilities and services in Hood River County. You asked me to send you a memorandum summarizing our conversation and further describing how I might assist.

You know me professionally through my work with ECONorthwest. You were aware from my earlier announcement, however, that I had retired from ECO and was working part-time through my own consulting firm, Good Next Steps, LLC (GNS). As I learned more about your needs, however, I suggested that they might be better served through my other affiliation: I am director of the Initiative for Exceptional Governance (IEG) in the Center for Public Service at Portland State University. The advantages for the Port of working from that platform are primarily lower cost (my billing rate is lower, and the research assistance from graduate students is relatively low cost). I have written this proposal as an IEG project rather than as a GNS project.

The issue to be investigated

Your hypothesis (in my words) is that: because multiple public-sector agencies provide park and recreation facilities and services in the County, and have overlapping boundaries, there are probably opportunities to make service delivery (operations and maintenance) more efficient (reduce costs). You would like some research (data analysis, interviews,) to test that hypothesis and (if the research supports the hypothesis) some suggestions about opportunities for collaboration and consolidation to pursue.

I reviewed the document you sent me: *2019 Parks, Recreation & Open Space Plan, Draft* (Draft Plan). In my opinion, this document is a very good high-level assessment and plan: covers all the pertinent aspects, well organized, well written, and logical interpretations and conclusions. My summary, as it relates to the issue you talked to me about, is that it acknowledges or supports that:

- Multiple agencies provide park and recreation facilities and services
- There are needs and opportunities for collaboration
- Funding and CIP is critical.

The document and supporting appendices give a good list and description, with some assessment, of collaboration techniques and financial tools.

Since the Draft Plan acknowledges the possibility, if not the likelihood, that your hypothesis is correct, I would *not* recommend doing more general research aimed at getting more support for that point. Rather, I would recommend that you:

- Start from the data and conclusion of the Draft Plan. I would accept with further investigation everything related to public preferences; vision and goals; and existing facilities and programs, and their conditions.
- Build from the high-level conclusions about the potential benefits of inter-agency collaboration, and add a little detail about local pros and cons based on interviews with a few local stakeholders.
- Offer *specifics*. It is typical for a cross-jurisdictional plan like the Draft Plan to be cautious about recommendation: more “mights” and fewer “shalls.” That’s fine for getting a broad-based initial agreement. The Port can then say “One of the ideas in the Draft Plan that struck a chord with Port is the potential for collaboration to increase operational efficient. We liked it so much that we put some time and money into investigating the possibilities further. Since the topic is collaboration, deciding on how to collaborate obviously requires collaboration. We look forward to talking to our partner agencies about practical and near-term actions we might jointly take to improve the quality and efficiency of service delivery.”

The proposal that follows builds from those assumptions.

Proposed scope of work

A typical proposal describes four things:

- Project understanding: *What you want*. Things like purposes, needs, goals, objectives, desired outcomes, products. I covered most of those topics in the two sections above: *Background* and *The Issues to Be Investigated*.
- *Consultant qualifications: Why we are qualified to deliver what you want*. Things like bios, resumes, firm history, descriptions of relevant prior projects. Accompanying this memorandum are resumes for Mike Gleason, Alexandra Reese, and me; and a description of the mission and capabilities of the Initiative for Exceptional Governance. I will add here that (1) Mike, Alexandra, and I all have experience working on park and rec facilities and services that does not show up on our PSU resumes, and (2) cross-jurisdictional and cross-departmental issues for public agencies is at the core of IEG’s mission, and that we have strong capabilities in the area with the core staff and many affiliated staff.
- *Scope of Work: What we will do to get you what you want*. Things like work plan (tasks and activities), schedule, and budget. The rest of this section is about the scope of work.

Activities

This description is short of a full work plan, but it is enough to give you a sense of how I would approach the research:

- *Initial meeting* with you (and others you may suggest) to get clear on issues, desired outcomes, and activities. That could happen as part of contract negotiation, or as the first task of our research.
- *Compilation and review of relevant local data*. This can be a shorter task than usual because the Draft Plan has already assembled most of the documents (page 14 on) and data (Chapters 3 – 10), done outreach to citizens and stakeholders (Appendices B – E),

and looked at some national data on comparables and standards. We would like to summarize all that more specifically in the context of collaboration and efficiency.

- *Stakeholder interviews.* Yes, the Draft Plan is supported by interviews, but those interviews were about recreation in general, and not focused on the opportunities and obstacles for specific collaboration possibilities.
- *Preliminary assessment:* collaboration possibilities. We would prepare a concise report (say 10 pages) with supporting appendices as necessary. That report would add new information (not in the Draft Plan) about possible intergovernmental working relationships that could increase the efficiency or quality of facilities and service. More important, in our opinion, would be to have a work session with some elected officials and senior staff from the five main providers of public recreation facilities and services (i.e., Parks District, City, County, Port, School District) to discuss and evaluate the possibilities. We would be looking for some kind of agreement on “next steps.”
- *Draft agreement on Next Steps.* The idea would be to assemble and doing an informal vetting of a package that could go to the senior staff and ultimately elected bodies of the five main providers. How far the agreement goes depends upon how far the agencies get in the prior work session.

Products

- Interim assessment and supporting technical work
- Materials for and facilitation at a work session on the preliminary assessment
- Final assessment
- Draft of agreement on next steps.
- Optional: Presentations the Assessment and Next Steps to elected bodies.

Schedule

Three months.

Budget

Range: \$10,000 to \$16,000. *Preliminary bid: \$14,000.* That assumes 56 hours for Moore/Gleason at \$156/hr; 40 hours for Reese at \$80/hr; 24 hours for PhD grad student at \$42/hr; expenses.

Next steps

You asked me to keep the scope relatively concise. If what I have written looks generally on the right track and workable, then we can talk to decide what next steps are needed to get to an agreement and a start of research. That may include creating a more detailed description of tasks, schedule, and budget. I am happy to work on that. The purpose of this memorandum is to see whether I am tracking well enough on what you want to allow you to decide whether to continue the conversation and negotiation.

Please call me after you have reviewed this memorandum to discuss how you would like to proceed: 541 359-5374.

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THE INITIATIVE FOR EXCEPTIONAL LOCAL GOVERNANCE

Why Portland State University Created the Initiative for Exceptional Governance

The Initiative exists to help local governments (cities, counties, special districts) do the right things—make good policy decisions—in the right way—implement those decisions efficiently and fairly. It aims at two key barriers to effective local government: (1) increasingly complex challenges, and (2) inadequate systems and processes. The Initiative’s focus is on organizational and management challenges that are cross-departmental or cross-jurisdictional.

The Initiative is a pilot program in the Center for Public Service in the College of Urban and Public Affairs at Portland State University.

The challenges local governments must address are increasingly complex

Local governments are dealing with more challenging problems than ever before. Citizens expect governments to address complex issues such as housing affordability, homelessness, and economic instability. These and similar issues are not completely within government control, cross departments and jurisdictions, and often do not have dedicated revenue streams for their solution. For these types of issues, maintaining the status quo is usually not a preferred option technically or politically.

Successfully addressing these challenges requires effective systems and processes

Governance systems and processes fall into two categories. The first is policymaking: making good decisions about the type, amount, and accessibility of facilities and services that local governments provide. The second is **policy implementation**: acting on those decisions efficiently and fairly.

Three groups collaborate on these systems and processes. **Constituents** provide input to elected officials and staff on their needs. **Elected officials** make policy decisions in response to the needs of their constituents. **Public employees** support elected officials in their policymaking and manage implementation of policies.

When these relationships don’t work well, local governments cannot effectively respond to the needs of their constituents, particularly when those needs are outside of the status quo. For example:

- Without effective constituent engagement, elected officials may rely on the opinions of a small group

of people in their circles to make policy decisions. Such decisions may favor a small and engaged minority at the expense of critical needs other groups, or even a majority.

- Without effective training on the process of policymaking, elected officials often support the status quo. They may choose, for example, the simplicity and apparent safety of adopting a budget that looks much like last year’s despite mounting evidence that current planning and development policies are not solving a housing affordability crisis.

Senior staff may view elected officials as an obstacle to good policy, and themselves as the keel and steady hand on the tiller that gets the ship of state through the storms. Simultaneously, elected officials, sensing that staff view, may feel unsupported by staff. Without procedures that clearly demarcate and support the respective roles of elected decisionmakers and staff, an organization cannot be efficient and risks being ineffective. Inadequate systems and procedures do not inspire stretching for creative new solutions; at the extreme, they anchor policy to the status quo.

Solving any major issue requires a holistic view

Solving the acute policy and chronic systems challenges facing local governments is complex work. An issue that appears most pressing can be a symptom of a deeper problem. For example, issues related to land development may be more a problem of supporting infrastructure and services provided by other agencies (e.g., water, fire, school, and transit districts) and less a problem with a city’s or county’s land use plan and zoning.

Many thorny service problems may have their root in an

ineffective budgeting process that prevents elected officials from having the tough conversations about goals, directions, and tradeoffs necessary to shift resources. The Initiative understands how to build integrated policymaking and implementation processes that enable local governments to both tackle acute challenges and begin building for long term resilience.

What the Initiative Does

The Initiative focuses on strengthening the governance capacity of Oregon's local elected officials and their partnerships with career administrators through the following activities:

Support for Acute Challenges

- Development of a comprehensive Situation Assessment to understand the opportunities and challenges facing a particular local government
- Policy research, analysis, and recommendations
- Guidance for System and Process Improvements
- Governance structure and process design and implementation
- Training for elected officials in how to deliberate on and make policy decisions

- Guidance on stakeholder and community engagement

The Initiative tailors its work with each jurisdiction to its unique needs. Senior staff from the Initiative engage with staff from the jurisdiction to discuss its challenges and opportunities. Based on that conversation, senior staff would create a proposal for services.

How the Initiative Works

Three staff—Terry Moore, Mike Gleason, and Alexandra Reese—manage the Initiative and its operations. They have experience with local governments small and large across the United States to help address acute policy challenges and chronic systems and process issues. They manage all projects that come through the Center, provide technical guidance, interpret the data and analysis, provide policy and system recommendations, and communicate with elected officials and senior staff. Graduate students from Portland State University (led by Diane Odeh, a graduate student getting her PhD in public administration) provide technical assistance in the form of research and analysis. When appropriate, the Initiative can bring in the expertise of other centers and institutes at the University.

From: [sharon chow](#)
To: [Michael McElwee](#); [John Mann](#); [Genevieve Scholl](#); [Daryl Stafford](#)
Subject: EVENT SITE HOST REPORT JULY 22nd. - JULY 29th.
Date: Tuesday, July 30, 2019 9:11:58 AM

Good Morning,

Below is our weekly report.

Cheers
Sharon

EVENT SITE HOST REPORT JULY 22nd. - JULY 29th.

MONDAY July 22nd.

Yeeeeeaaahhhhh! We have wind.....and early wind. I thought we were going to park out in the afternoon....we came very close. We had a fair bit of 'no kiting in the bay' education. New week....new group of tourists I guess. People were good about dog leashing though. Only one Beach Sweep item. We did pick up a brand new wetsuit as well but the Dad claimed it shortly after lock up. It took until 10:00 for the last vehicle to leave.

TUESDAY July 23rd.

Early wind again...and big wind. Super strong gusts. We came within a handful of spaces of parking out. Thankfully the Porta-potty got pumped today. . Quite a bit of goodies at Beach Sweep. Took until 10:00 for the lot to clear.

WEDNESDAY JULY 24th.

We did our Border Run today. . Our out of country medical is through Mastcard and we get any number of trips per year to a maximum of 31 days. Today is day 31. . Left at 8:00 am.....back home by 12:30 am. . Traffic was good. We did hear from some fellow windsurfers that a kite had been stolen right off the beachand it was pumped up ready to use. It wasn't even in a bag for easy picking. There is some pretty gutsy people around.

THURSDAY JULY 25th.

Hot, hot and hotter. Lots of SUP's but overall a very quiet day.

We met Roger, the new parking attendant as he was doing a tour through the Event Site checking for vehicle passes. . It sounded like he gave out quite a few tickets on Wednesday to those not displaying a pass. Also.....just as an FYI: Carson had a weird situation a few days ago when a person with a disabled ticket was very insistent that they should get free parking....they said "everywhere else is free for them". He did charge them but they were not happy about it. When we asked Roger about this, he said that he understands that the disabled spaces on the street are free, but not in here. That clarified it for us, but also renders the question as to why they are not the same to alleviate confusion. Is it because the street is short term and inside is long term?

Beach Sweep was an 'all clear' and the lot emptied by 9:45.

FRIDAY JULY 26th.

Began as a hot, windless day. By 11:00 the wind started coming up and by 1:30 we were parked out. It was a super busy day. The water level was incredibly high which caused the Sandbar to shrink considerably. This made for challenging conditions for the kilters. We thought we would have a lot try to land on the grass but by day's end there had only been one person that did so. We had a lot of curb parking education, some over-length parking education and some dog leashing education because of the high volume of users.

A couple days ago a fellow left 2 bins (one at the centre and one at the East end) for bottles & cans. Tonight they were both full to overflowing and he did not come to collect. We loaded all the East end ones into a garbage bag and put everything with the others by the washroom. At 4:30 am. someone came and collected some of them. Saturday morning the Port crew cleaned up the rest and also took the bins away.....THANK

GOODNESS.....otherwise we could have cans blowing everywhere when the wind kicked in. I kinda feel bad for the person that put the bins there, because they are disabled, but they also need to empty them OFTEN or it just becomes a HUGE mess.

We had quite a bit of stuff at Beach Sweep. At 11:00 there was still 2 vehicles in the lot. One left shortly after but the other was here all night.

Saturday JULY 27th.

Good wind and another parked out day.by 1:30 again. The water has gone down a bit so we have more Sandbar.....yeah!! Site education was at a minimum....just a couple of 'no trainer kites on the grass'. Only one item at Beach Sweep and it was something turned in that had been left at Waterfront Park. The lot actually cleared really well except for one person that finally returned to his RV and left about 10:40 At 3:30 am. we had a large, loud, diesel crew cab truck drive in over the sidewalk by the exit spikes. They must have stopped to use the washroom and when they discovered it was locked the guys just urinated on the pavement and the 2 girls used the lawn or whatever around behind the restrooms. NO ONE used the Porta-potty.....it was not locked but no one even tried it. ?????? Weird. They then left. Thankfully the rest of the night was quiet.

Sunday July 28th.

Was quiet and windless for most of the day. A great day for paddlers and picnickers. About 4:00 the wind began and by 5:00 we had kites and foilers on the water. The Sandbar looked crazy for a while until the sunbathers started to leave. We had some dog leashing education. We had one young fellow launch his kite from the beach this evening. This is the second time this season that we've talked to him about this so it is a bit frustrating. Hopefully he got the message this time. . Beach Sweep was an all clear.

Sent from my iPad

Waterfront Events Update for ED Report:

Prettybird Productions- July 11, 2019 Ford Motor Company hired Prettybird Productions out of California to come shoot a commercial for the new F150 trucks. They utilized the DMV Gravel Lot, Marina Green and Lot #1 for a base of operations and filmed all over HR and along Hwy #14 in Washington. It was an extremely large production with several hundred people onsite making it all happen. They were very professional and respectful of Port Property.



KB4C- July 12-14, 2019 Kiteboard for Cancer had incredible weather for their event with wind all 3 days! This was the 13th year KB4C has been at the Event Site, with record crowds and fundraising exceeding target goals. Tonia Farman, the Event founder has stepped down to pursue other ventures but will remain on the Board of Directors. Steve Fisher, a HR local and cancer survivor will be taking her place. Staff has already met with him and started planning for next year! Steve felt that the new set up with Port staff managing the Parking was a great success. We look forward to working with him in the future.

All tents were set up without using stakes and there was not any trouble. They used large cement blocks, 5 gallon buckets filled with water or rocks, and many other clever things to anchor them down.



2019 KB4C Kite Derby



Gorge Downwind Champs- July 15-20, 2019. This hugely successful week-long paddle event based out of the Waterfront Park had divisions for SUPs, outriggers and surfskis. This was the 5th year and was sold out with 750 participants. Conditions played out well with nice wind pushing through the Gorge throughout the week. They utilized Lot #1, Jensen West Parking Lot and the Maritime East dirt lot for parking. Port staff has met with the Event Organizer to review how things went this year and start planning for next year.



World Class Academy Kite Jam- July 18-21, 2019 Hosted at the Marina Beach, Event held out on the Spit. This is a kite freestyle and park competition for kids 20 years and under. They had great wind and about 20 competitors. The Port was a sponsor, donating the use of the property. Event Coordinator Blaine Baker said the Event was a great success. Several of the kids qualified for the Pro Event the following week. These kids rip!



Patagonia Hood Jam- July 21-27, 2019. This Event is the same format as the Kids Kite Jam, but for the Pro Kiteboarders and is part of the 21 Event Global Kitesports Association World Tour with contests from 10 different countries. Hood River has the largest free-standing kite park in the world. \$10,000 cash prize amounts for both men's and women's podiums. Several Hood River Locals are expected to place in the top positions.



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Commission Memo



Prepared by: Kevin Greenwood
Date: August 6, 2019
Re: Washington Legislative Advocacy 2019-20

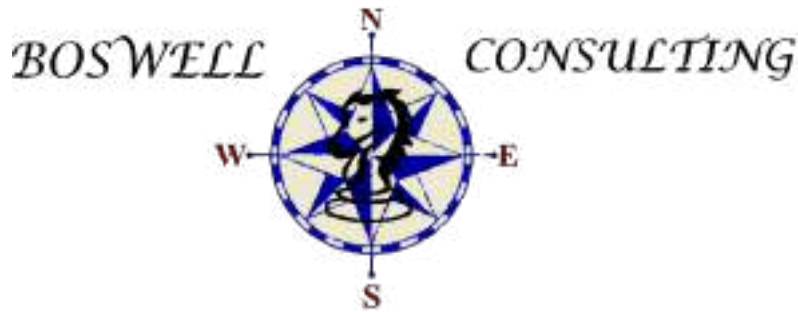
Starting in fall of 2017, the Port's Olympia lobbyist has assisted in identifying relationships within the Washington legislature and state agencies that will be beneficial as the Port looks to build a bi-state strategy for bridge replacement. Looking ahead to bridge replacement efforts in FY19/20, the Port should seek opportunities to advocate for the project in a sustained and effective way in Olympia and ultimately in coordination with Salem and Washington D.C.

Boswell first started in fall of 2017. He has been especially successful in cultivating relationships with southwest Washington legislators and members of the Senate Transportation Committee. Enhanced communication between the Port and Washington legislators will continue to be important in the next year. Due to the upcoming short session, staff is recommending reducing the contract to \$42,000 from \$54,000 that will cover the following:

- Administrative outreach with WSDOT and Governor's Office to identify potential policy issues.
- Develop legislative goals and strategies based upon findings from state agency reps.
- Engage Washington stakeholders as Port identifies its bi-state project delivery governance team and finance plan.

RECOMMENDATION: Approve contract with Boswell Consulting for State of Washington legislative advocacy not to exceed \$42,000, plus reasonable reimbursable expenses.

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July 17, 2019

To: Michael McElwee
From: Brad Boswell, Boswell Consulting
Subject: Lobbying Proposal for Port of Hood River

Thank you for the continued opportunity to work with the Port of Hood River. As requested the following lobbying proposal based on current needs of the Port.

Legislative Lobbying

Outreach and education to identified elected officials, and staff with the intent to build relationships and position the port for success in its public policy goals including strategic positioning around tolling policy. Targets include:

14th Legislative Districts (King, Correy, Mosbrucker)
CRC Crossing Legislative Districts (49,17,18)

Governor's Office/State Agency

Outreach to strategic personnel within the Governor's Office and relevant state agencies including strategic personnel within the Washington Department of Transportation and Department of Licensing.

Stakeholder Monitoring

Monitoring of CRC replacement work group and relevant tolling policy bodies including the DOT and Washington State Transportation Commission.

Billing

Monthly Retainer: \$3,333.33/month

Expenses will be billed in addition to retainer and include travel expense incurred during service for client, meals with legislators or ally representatives on client business.

Annual expense estimate: \$2,000

**Services Agreement Between
Boswell Consulting Inc. and
Port of Hood River**

This is a service agreement ("Agreement") effective as of August 1, 2019 (the "Effective Date") by and between, Boswell Consulting, Inc. ("BCI") and Port of Hood River ("POHR").

1. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until June 30, 2020. Either party may terminate this Agreement with or without cause with 30 days written notice.

2. Scope of Services ("Services"). BCI will assist POHR in the coordination and interaction with legislative bodies, state agency personnel and ally groups. BCI will provide verbal and written reports as needed and mutually agreed upon outlining status of current activities on behalf of POHR.

3. Pricing and Payment.

BCI and POHR have mutually agreed upon the pricing for Services and POHR shall pay BCI \$3,333.33 per month, plus reasonable expenses including but not limited to meals, mileage and hotel expenses with Legislators and Staff in the course of POHR activities, not to exceed \$2,000 during the term of this Agreement.

BCI shall be responsible for preparation of complete and accurate invoices at the end of each month, which shall be paid by POHR within (15) days of the date of invoice.

POHR agrees that in the event POHR does not pay BCI pursuant to the terms of this Agreement all amounts owed shall immediately become due and payable. In addition, POHR shall become indebted to BCI for the costs of collection, including reasonable attorney fees, plus one and one half percent (1.5%) interest per month, compounded daily and calculated from the due date of the invoice.

4. Notices. All notices under this Agreement shall be in writing, and sent by reputable overnight courier service, regular U.S. mail or facsimile transmission and addressed to the other party at its address shown below:

POHR
Port of Hood River
1000 E. Port Marina Way
Hood River, OR 97031
Attn: Michael S. McElwee

BCI
Boswell Consulting Inc.
PO Box 9431
Seattle, WA 98109
Attn: Brad Boswell

Notices shall be deemed received when delivered if by courier service, three (3) days after notice is sent via U.S. Mail or when facsimile transmission has been confirmed by the sender's facsimile machine.

5. **Assignment.** POHR shall not assign its rights under this Agreement without BCI's prior written consent, which shall not be unreasonably withheld.

6. **Compliance with Laws, Dispute Resolution and Governing Law.** BCI and POHR each agree to comply with all federal, state and local laws and regulations relating to their respective rights and obligations here under. In the event of any dispute between the parties such matters shall be settled by arbitration, held in Portland, OR, USA. This Agreement shall be governed by and construed according to the laws of the state of Oregon.

7. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties pertaining to the services and supersedes the parties' prior agreements understandings and discussions relating to the Services. No modification of the Agreement is binding unless it is in writing and executed by the parties duly authorized representatives.

8. **Agreement Acceptance.** The parties hereto have caused this Agreement to be executed by their duly authorized representatives.

POHR

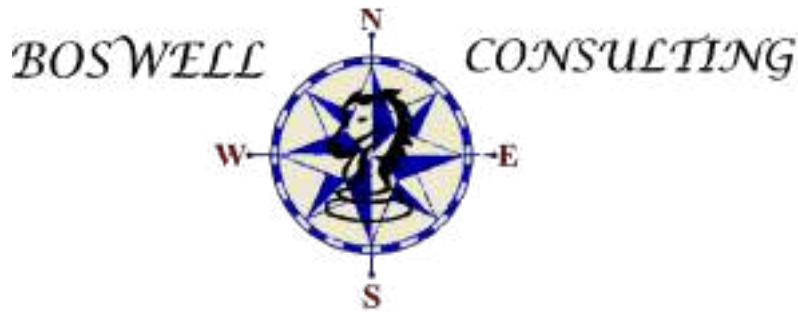
BCI

By: _____
Michael McElwee, Executive Director

By: _____
Brad Boswell, President

Date: _____

Date: _____



July 17, 2019

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From: Brad Boswell, Boswell Consulting
Subject: Lobbying Proposal for Port of Hood River

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Expenses will be billed in addition to retainer and include travel expense incurred during service for client, meals with legislators or ally representatives on client business.

Annual expense estimate: \$2,000

Commission Memo



Prepared by: Michael McElwee
Date: August 6, 2019
Re: Oregon Legislative Advocacy 2019-20


Thorn Run Partners (TRP) has proven an exceptional advocate for Port interests during the last two legislative sessions in Salem. In the recent 2019 legislative session, TRP filled mostly a monitoring role, because the Port had no specific funding requests or specific legislation to advance. (See attached session summary.) However, late in the session an opportunity arose to seek funding for the relocation of the City storm sewer line on the waterfront. TRP was able to successfully coordinate and obtain legislative approval of a \$1.7 million allocation.

Looking ahead to the 2019/20 fiscal year and the 2020 short legislative session, staff recommends a reduced TRP contract. The emphasis should be on continued communication with key legislators and committees about bridge replacement efforts, with an eye toward building awareness and support for the 2021 long session where the Port may seek additional financial or legislative support.

Staff believes that having a consistent, long-term presence in Salem will pay dividends both in terms of bridge replacement efforts and other Port interests such as industrial site infrastructure funding. TRP has proven to be a proven and cost-effective advocate for the Port.

RECOMMENDATION: Approve Contract with Thorn Run Partners for State of Oregon legislative advocacy services not to exceed \$42,000 plus reasonable reimbursable expenses.

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THORN RUN PARTNERS

610 SW Alder
Suite 1008
Portland, Oregon, 97205
800.944.2167
www.thornrun.com

July 18, 2019

Daniel Bates
(503) 927-2032
dbates@thornrun.com

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

RE: Contract with Thorn Run Partners

Dear Mr. McElwee:


This letter agreement is between Thorn Run Partners (“Consultant”) and the Port of Hood River (“Client”) and relates to certain consulting services to be rendered by Consultant to Client with respect to the services described below:

Description of Services

Consultant will advise Client on state government related issues affecting the entity and work with appropriate policy makers in the Oregon Legislature and Oregon’s executive agencies to facilitate Client’s agenda.

In particular, Consultant will provide the following services, in addition to other services as may be agreed to by both parties:

- Advocate for any needed legislation in the 2020 Oregon Legislative session, assist the Port in investigating legislative concepts prior to the 2020 and 2021 session, and coordinating with its stakeholders prior to and during the 2020 session.
- Investigate and report to client on legislative proposals/initiatives advanced by policymakers that may affect the Hood River Replacement Bridge project prior to and during the 2020 session.
- Advise client on government relations approaches on matters related to implementation of HB 2750 (2017) and expenditure of the \$5 million allocated to bridge replacement in HB 2017 (2017). Such matters may include ODOT/Port



THORN RUN PARTNERS

tolling enforcement Agreements, Innovative Partnership Implementation Rules and legislative reporting.

- Advise client on strategy with regard to the State of Oregon's involvement in the Bridge Replacement project and strategic opportunities in future legislative sessions
- Advise client on infrastructure funding opportunities that exist with the State of Oregon and may emerge during the 2020 Legislative session


Client shall not be responsible for any day-to-day expenses incurred by Consultant during the normal pursuit of Client's objectives. Client agrees that Consultant's work effort will be reasonably commensurate with the stated fee and shall reimburse Consultant for exceptional out-of-pocket costs incurred by Consultant associated with the successful pursuit of the above-described objectives such as long distance travel, the expenditure of which shall have been previously approved by Client.

General Considerations

This agreement shall be considered active from July 1, 2019 and remain in effect through June 30, 2020. In consideration of described services rendered, Client will pay Consultant a monthly retainer of **\$3,500**. Client shall make payment within seven days of receipt of monthly invoice.

Either party may terminate this agreement with thirty days written notice, with no obligation on Client to pay the remainder of the annual retainer. If termination is effective after the first of any month, the retainer payment due in that month will be prorated accordingly.

If you are in agreement with the above terms and conditions, please sign below and return one executed copy.

By: 
 Name: Daniel Bates
 Organization: Thorn Run Partners
 Date: July 18, 2019

By:
 Name: Michael S. McElwee
 Organization: Port of Hood River
 Date:

THORN RUN PARTNERS

GOVERNMENT RELATIONS

Port of Hood River 2019 Oregon Legislative Session Report

2019 SESSION OVERVIEW

Oregon's 2019 Legislative Session will be interpreted in a variety of different ways. For some, it will be perceived as a well-run, disciplined session. Legislative leadership, prior to a successful election, identified four distinct and significant priorities—funding the Medicaid gap, raising revenue for schools, passing carbon legislation and passing new housing affordability policies. Indeed, legislative leadership nearly ran the table successfully, with only carbon regulation unable to cross the finish line. For others, this session saw the vitriolic and aggressive nature of national politics reach down and plague Oregon's previously sanguine and respectful legislative culture. For those with that interpretation, heated rhetoric, armed threats by sitting Senators, walk-outs and undisclosed out-of-state hiding spots were the hallmarks of the 2019 session and politics at its worst. Some will also view the 2019 session as the story of an emboldened urban elite that, armed with supermajority power, cemented a cultural divide between urban and rural Oregon. This report won't resolve these differences, but it will outline Thorn Run Partners's work on your behalf.

The initial tenor of the session was somber as the body struggled to deal with issues around harassment that have rattled the Capitol for nearly two years. Over the course of the session, two memorial services were conducted, as Secretary of State Dennis Richardson and State Senator Jackie Winters died after long battles with cancer. Early legislative action included the passage of SB 608, which instituted controversial and unique tenant protections designed to improve housing affordability. The Joint Carbon Committee conducted a statewide listening session on a proposed carbon "cap-and-trade" bill (HB 2020), and a fight around vaccinations (HB 3063) boiled over with the backdrop of a measles outbreak in the Pacific Northwest.

Mid-session, all eyes turned towards the proposed revenue package to fund K-12 education (HB 3427). The Joint Committee on Student Success passed a corporate activities tax that provides \$2 billion in new revenue for schools. While the measure split the business community, Republicans remained aligned against the bill. The House approved the legislation, but the Senate Republicans refused to come to the floor to vote, denying the Senate the necessary quorum (Senate rules require 20 members (two-thirds) present to conduct business and since Democrats hold 18 seats, they rely on a minimum of two Republicans to provide quorum). In a deal to bring the Republicans back to the table, legislation related to gun safety (SB 978) and mandatory vaccinations were sacrificed along with an agreement to "reset" carbon legislation. Upon the Republican Senators' return, the corporate activities tax cleared the Senate and was signed by the Governor.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

Late in the session, the carbon bill picked up steam and, after a six-hour debate, was approved in the House without any Republican support. Senate Republicans claimed that the previous deal to bring them back for quorum was violated and once again refused to come to the Senate floor to vote—this time fleeing the state to avoid the jurisdiction of the Oregon State Police. This left hundreds of bills stranded with only two weeks before the Constitution required adjournment. After a nine day absence, Republicans returned to the Senate after assurances that the carbon bill would not proceed. In the final 48 hours of session, the Legislature cleared almost 150 bills including many of the state’s budgets and controversial measures related to housing; a bill to allow driver licenses without legal presence; and an increase in tobacco taxes that will help pay for the State’s Medicaid gap.

PORT OF HOOD RIVER LEGISLATIVE PRIORITIES AND ENGAGEMENT

Hood River Stormwater Line

In late May, the Port of Hood River (PoHR) and the City of Hood River collaboratively submitted a bond financing request for state funds to help repair a collapsed stormwater line on the Hood River Waterfront. Although the request was made in the eleventh hour of the legislature’s capital construction process, the Port and Thorn Run Partners (TRP) were able to utilize strong relationships with Sen. Thomsen (R-Hood River) and Rep. Williams (D-Hood River) to get these local legislators to advocate with legislative leadership and the Ways and Means Co-Chairs to fund the project. The City of Hood River received an allocation of \$1.7 million in Lottery Revenue Bonds via the Oregon Business Development Department (OBDD) as part of HB 5030, the end-of-session omnibus bill for lottery bond authorizations. This allocation exceeded the \$685,000 requested by PoHR and will be enough to fully fund the \$1,658,000 cost of Phase 1 of the Stormwater line project.

Gorge-ous Night Out

The event was festive and very well-attended. Rep. Bonham (R-The Dalles), Rep. Williams (D-Hood River) and their staff represented the Gorge and helped to host numerous legislators and staff from across the state, and Governor Brown spent time chatting with business owners and local elected officials before giving her speech. The evening provided a great showcase of the Gorge’s businesses, opportunities and proud community, and Kevin Greenwood was able to meet with Gorge-area legislators and check in with Joint Transportation Committee Co-Chair McKeown (D-Coos Bay) about the Oregon Legislature’s perspective on a bi-state bridge authority.

Oregon Public Ports Association Day

Kevin also visited the Capitol for OPPA Day. During his visit, he met with Sen. Thomsen, Rep. Williams, the Joint Transportation Committee Co-Chairs Rep. McKeown and Sen. Beyer (D-Eugene), and Rep. Bonham (R-The Dalles) to provide an update on the Hood River Bridge EIS

**THORN RUN PARTNERS**

GOVERNMENT RELATIONS

and highlight the Port of Hood River's interest in participating in any future bi-state bridge authority that might impact the new Hood River Bridge.

HB 2402

PASSED

Modifies rulemaking authority of Oregon Department of Aviation, considerations for reviewing applications for distributions and priority in making certain distributions under section 7, chapter 700, Oregon Laws 2015.

In original form, HB 2402 would have made the increase to the state aviation fuel tax authorized by HB 2075 (2015) permanent. The Port of Hood River submitted a letter of testimony in support of HB 2402 due to its ownership of the Ken Jernstedt Airfield. However, HB 2402 faced strong opposition from the airline industry and was significantly amended during the legislative process. In enrolled form, HB 2402 adds criteria for the Department of Aviation to consider when making grant disbursement decisions and authorizes the Department of Aviation to adopt rules to set higher minimum contribution commitment requirements for grants and establish maximum grant amounts. Attempts to increase Oregon's aviation fuel tax will likely return in the 2020 or 2021 session.

HB 2503

FAILED

Directs Office of Emergency Management to study and make recommendations regarding funding of search and rescue operations.

HB 2503 was brought forward by Oregon Outdoors, the Oregon State Sheriffs' Association, Mt. Hood Meadows and Oregon Restaurant and Lodging Association in an attempt to establish an outdoor recreation search and rescue program within the Office of Emergency Management. The bill was introduced to address the considerable financial strain and personnel demands placed on local law enforcement agencies by individuals who go missing while engaging in various forms of outdoor recreation, particularly in the Gorge-Mt. Hood area. The bill was sponsored by Gorge-area legislators Sen. Thomsen, Rep. Williams and Rep. Bonham and passed unanimously out of the Veterans and Emergency Preparedness Committee. However, in a session during which the Ways and Means Co-Chairs sought five percent cuts to state agency budgets across the board, any attempt to create a new program using general fund dollars faced an uphill battle. HB 2503 died in Ways and Means.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

SB 448

FAILED

Establishes voluntary Oregon outdoor recreation search and rescue card program within Office of Emergency Management.

SB 448 was the Senate version of HB 2503 (summarized above). The bill passed out of the Senate Environment and Natural Resources Committee unanimously, but like its House companion, it died in the Ways and Means Committee.

HB 2468

FAILED

Immunizes landowner from claims by invitees, guests, permittees and licensees who, free of most charges, use the land for certain recreational, resource and outdoor purposes.

HB 2468 was brought forward by local government organizations in an excess of caution in order to protect recreational immunity. However, upon further analysis, most local governments ultimately decided that the bill was unnecessary and did not push for its passage during the session. There is also a pending Oregon Supreme Court case that addresses recreational immunity, and the outcome of this case will likely impact the dialogue around the issue. Recreational immunity legislation may return in the 2020 or 2021 session.

Bi-State Bridge Authority

The Port has been closely monitoring discussions about the possibility of a future bi-state bridge authority that would oversee a new I-5 bridge interstate bridge, as well as potentially other interstate bridges connecting Oregon and Washington. Legislators from both states began conversations about a I-5 bridge project in December of 2018, and a 2019 Washington State Legislature transportation funding concept proposed the creation a Columbia River bridge authority that would have jurisdiction over the Bridge of the Gods and the Hood River Bridge in addition to the new I-5 bridge and any future bridge spanning the Columbia River. The Washington Legislature also dedicated \$35 million to the new I-5 bridge project in its 2019-21 budget, including funding to open and operate a project office. There was minimal conversation about the project among Oregon Legislators during the 2019 session, but TRP will continue to monitor the issue for the Port.

Tolling/Congestion Pricing

The Federal Highway Administration (FHWA) has responded to Oregon's application to toll sections of I-5 and I-205 by outlining the federal requirements to implement tolls on interstate highways. The next phase of work will include in-depth planning, traffic and revenue analysis, technical studies, environmental review and extensive public engagement. This phase is expected to take several years due to the rigor of the necessary analysis and the extensive public engagement required.

**THORN RUN PARTNERS**

GOVERNMENT RELATIONS

PORT-SPECIFIC BILLS**SB 695**

PASSED

Increases maximum term of promissory notes issued by ports.

SB 695 was brought forward by Rep. McKeown and Sen. Roblan (D-Coos Bay) on behalf of the Port of Coos Bay and was passively supported by the OPPA. In original form, the bill would have eliminated the cap on the amount of debt that ports can incur by promissory note, but it was amended to extend the maximum term of promissory notes to 10 years and increase the cap on the maximum amount of promissory notes to \$10 million. In amended form, the bill passed in both chambers with strong bipartisan support.

HB 3378

FAILED

Appropriates moneys to add bicycle and pedestrian lane to Bridge of the Gods.

HB 3378 was brought forward by the Port of Cascade Locks and was sponsored by Gorge-area legislators Sen. Thomsen, Rep. Williams and Rep. Bonham. It passed out of the House Natural Resources Committee unanimously, but died in the Ways and Means Committee.

HB 2177

FAILED

Directs Oregon Business Development Department to study and make recommendations regarding state laws governing ports.

HB 2177 died in the House Economic Development Committee without ever receiving a public hearing, and the language of the bill revealed very little about the nature of its intent.

TRANSPORTATION BILLS

The Oregon Legislature made a historic investment in transportation maintenance and capital funding in the 2017 Legislative Session via HB 2017. The relatively recent passage of this transportation package, combined with the 5% cuts budget proposed by the Ways and Means Co-Chairs for the 2019-21 biennium, meant that major transportation projects were unlikely to be funded in 2019. A coalition of legislators and regional local governments did advocate for transportation projects to address congestion issues along I-5 (the Boone Bridge) and I-205 (the Abernathy Bridge), but these projects were left unfunded. Legislature also considered the following significant pieces of transportation policy:

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GOVERNMENT RELATIONS

HB 2592

PASSED

Modifies and adds laws related to transportation.

HB 2592 was a “gut-and-stuff” bill that became the vehicle for a number of technical fixes to HB 2017 (2017). Of relevance to PoHR is the bill’s establishment of the Multimodal Active Transportation Fund. The Oregon Transportation Commission (OTC) will direct ODOT to make grants to multimodal projects from this fund.

Connect Oregon

SB 59 would have authorized \$50 million in lottery bonds for the Connect Oregon Program. The bill passed out of the Joint Transportation Committee unanimously and was referred to the Ways and Means Committee, but the Ways and Means Co-Chairs declined to fund the bill and it died without receiving another public hearing. HB 5030, the end-of-session lottery bonding bill, originally included \$20 million in lottery bond proceeds to pay for multimodal infrastructure improvements through Connect Oregon, but that funding was ultimately stripped out of the bill, surprising even the Governor’s office and ODOT. Since SB 59 did not pass and no money for Connect Oregon was included in HB 5030, the program did not receive any funding for its open, competitive grant process in the 2019-21 budget. However, work will continue on the multimodal projects that received dedicated Connect Oregon funds via HB 2017 (2017).

HB 2007

PASSED

Extends authorized uses of moneys received by state pursuant to Volkswagen Environmental Mitigation Trust Agreement and deposited in Clean Diesel Engine Fund.

HB 2007 requires certain diesel engines in the tri-county area (Clackamas, Multnomah, and Washington counties) to meet specific standards as a condition of vehicle title and/or registration. The measure establishes a phased-in clean diesel engine requirement that prohibits the issuance of registration and title of various classes of commercial diesel vehicles over the next decade and directs the Department of Environmental Quality (DEQ) to determine whether an engine meets the clean diesel requirements. HB 2007 also establishes certain standards for construction equipment used on large public improvement contracts in the tri-county area. These requirements apply to certain large projects contracted 2022 and later, and also apply to three specific projects in the Portland metro area (I-5 Rose Quarter, I-205: Stafford Rd to OR 213, and OR 217). Finally, the measure authorizes DEQ’s use of the Volkswagen Settlement Fund and establishes a Task Force to consider future program expansion and small business impacts.

**THORN RUN PARTNERS**

GOVERNMENT RELATIONS

SB 413

FAILED

Authorizes governing bodies of cities and counties to jointly form district for purposes of acquisition, design, construction, reconstruction, installation, operation, maintenance and repair of limited-access public highway projects within district boundaries.

SB 413 was brought forth at the request of former State Representative Rich Vial in pursuit of his goal of building a tolled, limited-access highway on the west side of the Portland Metro Area via a public-private partnership. The bill received a public hearing but was never seriously considered by the legislature and died in the Joint Transportation Committee.

HB 2974

FAILED

Authorizes formation of bridge district in capital city region, consisting of Linn, Marion, Polk and Yamhill Counties.

HB 2974 would have authorized a new bridge district to levy property taxes for planning, financing, constructing, operating and maintaining bridges over the Willamette River in Linn, Marion, Polk and Yamhill Counties. Rep. Evans (D-Monmouth) brought the bill forward to address the need for an additional bridge crossing the Willamette River in the mid-Willamette Valley area, but his idea received opposition from local residents who argued that the bill would add government complexity, increase property taxes and create potential compression issues. HB 2974 died in the House Rules Committee without receiving a public hearing.

PUBLIC EMPLOYER/LOCAL GOVERNMENT BILLS**HB 2769**

PASSED

Permits contracting agency, in conducting procurement for architectural, engineering, photogrammetric mapping, transportation planning and land surveying services, to consider pricing policies, proposals and other pricing information as part of screening and selection of consultants in specified circumstances.

Under current statute, local governments seeking external engineering and architectural services must conduct a selection process based on qualifications alone. Only once the responding firms are scored and ranked according to qualifications can a local jurisdiction ask for pricing information. If the pricing information of the most qualified firm is untenable, the jurisdiction can move to the next most qualified firm but cannot ask the firms to submit competitive pricing information. Local governments sought to change current statute to allow for some price competitiveness amongst firms that are deemed to be qualified to do the work. After bumping in to obstacles in the 2018 short session, a group of local government

**THORN RUN PARTNERS**

GOVERNMENT RELATIONS

organizations worked with engineers and architects to draft a consensus bill, giving local government the positive impacts of some price competitiveness amongst qualified firms while maintaining confidence for industry that qualifications would be weighted appropriately. The work in the interim paved the way for HB 2769, this session's QBS bill, which has been signed into law.

HB 2408

FAILED

Includes within definition of "public works" project for constructing, reconstructing or performing major renovation of privately owned road, highway, building, structure or improvement that is located in enterprise zone or for which qualified business firm received or will receive exemption from ad valorem property taxation and has total project cost estimated as equaling or exceeding \$20 million.

HB 2408 would have applied prevailing wage to projects in enterprise zones that exceed \$20 million and receive tax credits or tax abatements. The bill was supported by unions and the building trades and opposed by LOC, AOC and local governments out of concern that requiring prevailing wage rates on private construction projects would significantly diminish the economic incentives to businesses that enterprise zones provide. HB 2408 passed out of the House on a party-line vote but died in the Senate Workforce committee following a significant local government lobby effort. Although the bill did not pass, Sen. Taylor (D-Portland), the Chair of the Senate Workforce Committee, has indicated that enterprise zone legislation will return in the 2020 Session and that she may convene an interim work group to continue work on the issue.

SB 479

PASSED

Requires public employers to adopt policies to prevent workplace harassment.

SB 479 was introduced with union support in response to the sexual harassment scandal at the Oregon State Capitol that became public during the 2018 Session. The bill requires public employers to have a written policy to prevent workplace harassment that includes information on how to report and pursue claims. Additionally, the measure requires the public employer to have policy and procedures relating to investigating workplace harassment, and prohibits a public employer from requiring employees to enter into nondisclosure agreements as a condition of employment, continued employment, promotion, compensation, or receipt of benefits. LOC worked throughout the session to amend the bill to make compliance less onerous for local governments and it passed with strong bipartisan support.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

HB 2016

PASSED

Requires public employer to grant reasonable paid time to public employee who is designated representative to engage in certain activities.

HB 2016 was another labor priority intended to protect the rights of public employees engaged in collective bargaining. Despite opposition from LOC and AOC, the bill passed in both chambers with a contentious party-line vote.

RELEVANT FUNDING ALLOCATIONS**HB 5050**

PASSED

Appropriates moneys from General Fund to Emergency Board for allocations during biennium.

Agency	Budget Item	Amount	Source
Dept. of Administrative Services	Port of Cascade Locks Business Park Expansion	\$2,445,625	Other Funds

HB 5030

PASSED

Increases amount of lottery bonds authorized to be issued for Oregon Business Development Department and Housing and Community Services Department.

Agency	Budget Item	Amount	Source
OBDD	City of Hood River - Waterfront Stomwater Line Replacement	\$1,700,000	Lottery Revenue Bonds
OBDD	Brownfield Redevelopment Fund	\$5,000,000	Lottery Revenue Bonds

REVENUE PACKAGE OVERVIEW

As one of the top priorities of Legislative leadership, the Student Success Act (HB 3427) makes a significant investment into Oregon's public education system. The bill raises \$1 billion of new revenue per year by imposing a Modified Commercial Activity Tax (MCAT) of 0.57 percent on businesses' commercial activity sourced in Oregon that exceeds \$1 million, plus a \$250 flat tax. The revenue is deposited into the newly created Student Success Fund—a dedicated investment fund for Oregon's K-12 public education and early learning systems.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

This gross receipts tax allows businesses to deduct 35 percent of either their labor or input costs tied to goods or services sold in Oregon. Commercial activity exempt from the MCAT include the wholesale or retail sale of motor fuel, cigarettes and tobacco products, alcohol, and groceries as well as certain types of business receipts, such as insurance providers and agriculture co-ops. House Bill 3427 preempts local governments from implementing additional taxes on commercial activity, but does not preempt additional excise taxes, franchise fees or other transactional taxes. Additionally, the percentages of taxation levied upon the three lowest personal income tax brackets were reduced under the assumption that businesses will pass some of the cost of the new tax along to consumers.

Another bill, HB 2164, serves to modify and clarify portions of HB 3427 and focuses on specific industries such as banks, insurance, small farms and separately excluded qualifying subcontractor payments. House Bill 2164 also increases the Earned Income Tax Credit and extends existing tax credits such as the cultural trust contributions credit, manufactured dwelling park capital gain subtraction, agriculture workforce housing construction credit and crop donation credit.

In addition to HB 3427 and HB 2164, the Legislature passed two related bills in the event that the Student Success Act is sent to the voters by a referendum petition—SB 212 and SB 116. Senate Bill 116 requires that, if needed, a special election be held on January 21, 2020 and that HB 3427 be the only issue up for consideration on the ballot. SB 212 anticipates the possibility of only certain portions of HB 3427 becoming law by March 1, 2020 as result of the MCAT and non-severability clause sections being voted down by the voters. In such a scenario, the bill codifies that HB 3427 in its entirety will not go into effect.

Commission Memo



Prepared by: Michael McElwee
Date: August 6, 2019
Re: Art of Community Master Agreement

Art of Community (“AOC”) is a non-profit organization that has installed temporary large public art throughout Hood River and on the waterfront since 2014 as part of their ‘Big Art’ program. Over the past four years, the Port has supported AOC’s efforts by approving locations and sponsoring art installations on Port property. The Port has also purchased two art pieces, both now permanently installed near the Nichols Basin Beach.

The placement of the various art pieces on the Port’s public property has required several agreements over the past five years, each containing somewhat different terms and conditions. In order to clarify Port and AOC’s understanding of their respective rights and responsibilities for each art installation, staff has prepared the attached comprehensive agreement.

RECOMMENDATION: Approve Master License Agreement with Art of Community for installation of public art on Port property, subject to legal counsel review.

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LICENSE GRANTED BY PORT OF HOOD RIVER
TO ART OF COMMUNITY
ART INSTALLATIONS

WHEREAS, since 2015 the Port of Hood River (“Port”), an Oregon Municipal Corporation, has entered into various agreements with Art of Community (“Licensee”), formerly Arts in Education in the Gorge, to support the “Big Art” program in the City of Hood River; and

WHEREAS, through the Big Art program, property owners provide a location for the installation of a footing and large-scale public art, local businesses act as a “sponsor” by providing payments to LICENSEE for maintenance and the art is rotated every two years; and

WHEREAS, to date, eight art installations have occurred on Port-owned waterfront properties and have been well received by the public; and

WHEREAS, of these installations, two have been purchased by the Port for its permanent collection¹; four are sponsored by others²; one is sponsored by the Port³, and one is on permanent loan by the artist⁴; and

WHEREAS, the Port and Licensee seek to enter into an agreement which clarifies the terms and conditions of each of these art installations;

NOW, THEREFORE, the following License Agreement replaces, updates, and supersedes all prior agreements to provide a comprehensive agreement for both parties related to the “Big Art” program.

1. **Agreement:** Subject to the terms of this license agreement (“Agreement”) the Port grants permission to Licensee to use the locations on Port property shown on Exhibit “A” attached hereto and labeled “LA” (“License Areas”) for the installation of public art.

A. Existing License Areas

1. Licensee may use each existing License Area for the installation of public art. The art shall be placed on either steel plates or existing concrete pads. License Areas labeled LA1 through LA5 shall be considered 8 ft. by 8 ft. for a total of 64 s.f. of surface area. The License Area labelled LA6 shall be considered 5 ft. x 20 ft. for a total of 100 s.f. of surface area.
2. Prior to performing any work in a License Area, including installation of new art pieces, Licensee shall provide notice to the Port at least two business days in advance and obtain Port approval. Any damage to existing paved or landscaped areas as a result of installation shall be repaired by Licensee to Port’s satisfaction.

¹ Exhibit B, POHR Areas 1 & 2

² Exhibit B, License Areas 2-5

³ Exhibit B, License Area 1

⁴ Exhibit B, License Area 6

3. Installed art shall be sized appropriately for the existing or proposed footing and affixed to ensure the art piece is stable and secure and will withstand severe weather conditions and sustained winds. Art pieces must not extend beyond the 8 ft. x 8 ft. License Area nor above 8 ft. in height without approval by the Port. Any pieces installed over 8' must be approved by a structural engineer.
4. License Area labeled LA1 shall continue to be sponsored by the Port at a total annual cost of \$1,000 per year subject to the approval by the Port Commission during its annual budget process. The Port shall not be subject to any cost, fee or assessment for any other License Area.

B. New License Areas

1. New License Areas on Port property may be proposed by either Port or Licensee. Both Port and Licensee must approve any new License Area, and if so approved, shall require an updated Exhibit 'A' to this Agreement.
 2. Port and Licensee shall identify the exact location of a new License Area and delineate that location with paint or chalk. Locations are subject to approval by the Port Executive Director if so designated.
2. **Art Selection:** The Port shall be invited to participate in the selection process for new art being considered for any of License Area.
 3. **Acknowledgement:** Licensee will post public acknowledgement of Port of Hood River support at each installation, regardless of whether the Port is the named sponsor of each piece for that year.
 4. **Fee:** Licensee shall pay the Port \$1 as a license fee for using each License Area during the License Term.
 5. **Maintenance:** Licensee is responsible for all care and maintenance of each piece of artwork and its steel plate or concrete pad including graffiti removal, artwork installation and removal, damage, repair, and substitution. Upon detection of needed repair to any installation by Licensee, immediate notice will be given to the Port and any repair work will be completed within 72 hours of such notification.
 6. **Term:** The right to use the License Area granted by this Agreement shall commence on **June 30, 2019** and continue through **June 30, 2023** ("License Term"). The Agreement shall automatically renew on June 30 every two years unless earlier terminated by either party.
 7. **Revocation:** The Port may terminate the right of Licensee to use any individual License Area for any reason at its sole discretion. If so terminated, Licensee shall remove art and footing and restore License Area to its pre-installation condition to the satisfaction of Port. If Licensee terminates Big Art generally, or Port wishes to terminate its involvement in Big Art, Licensee shall remove art and footings at all License Areas and restore License Areas to their pre-installation condition to the satisfaction of Port within ninety days.

- 8. **Laws:** Licensee shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules or requests regarding use of the License Area during the License Term.
- 9. **Insurance:** Licensee shall hold the Port, its employees, agents and Commissioners harmless from and indemnify them against any claims or liability for damage to persons or property in any way related to Licensee’s occupancy or use of Port property. During the term of this Agreement Licensee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence (“Commercial Insurance”). Before using the License Areas, Licensee shall provide the Port with proof of Commercial Insurance along with a certificate of coverage naming the Port, its employees, agents and Commissioners as an additional insured, and requiring that insurance coverage shall not be cancelled without thirty days prior written notice from the Commercial Insurance Company to the Port.
- 10. **Covenants:** Licensee shall not do anything which damages Port property. Licensee shall keep the License Area in at least as good condition as it was in at the outset of the License Term. At the expiration of the License Term, Licensee shall promptly remove the art installations and any personal property from the License Area and return the vacated License Area to the Port in good, clean condition.
- 11. **Attorney Fees:** In the event of litigation by either party to enforce its rights hereunder the prevailing party shall be entitled to recover its reasonable attorney’s fees from the losing party incurred prior to trial, at trial or on appeal.
- 12. **Signing Authority:** Each person signing this Agreement on behalf of the Port and Art of Community represents and warrants they have the right to do so.

Dated: _____, 2019

PORT OF HOOD RIVER

ART OF COMMUNITY

By: _____
Michael S. McElwee

By: _____
Kristin Godkin

Title: Executive Director
1000 E. Port Marina Drive

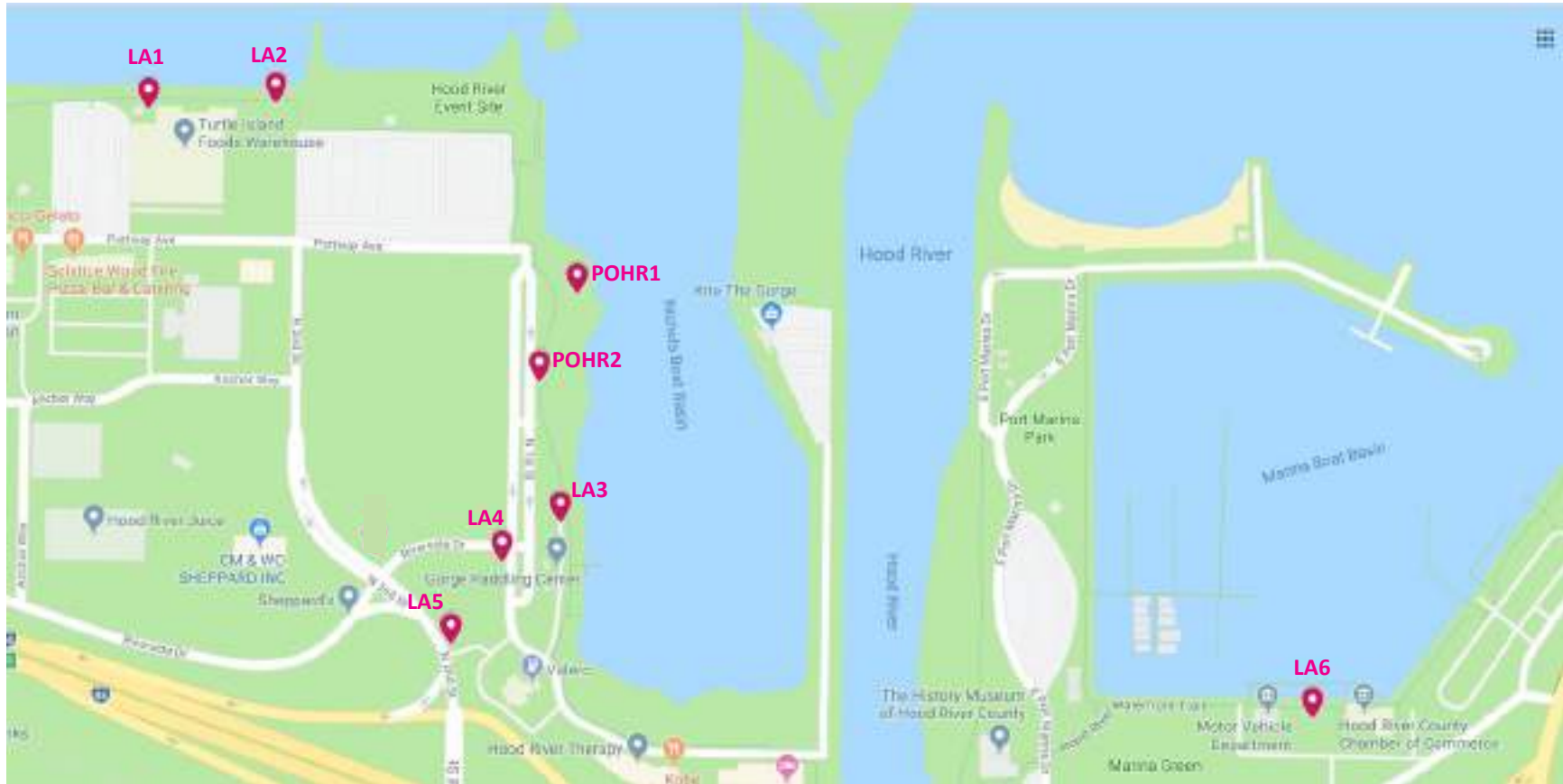
Hood River OR 97031
porthr@gorge.net
www.portofhoodriver.com
(541) 386-1645 Office

Title: Executive Director
1009 Eugene Street








Hood River, OR 97031
info@art-of-community.com
www.art-of-community.com
(541) 490-2451 Cell


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EXHIBIT A LICENSE AREAS



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License Area	Location	License Type	Pad Type	Title	Artist	Owned by Port	Permanent	Temporary	Notes	2019 Photo
LA 1	Jensen Building NW Lawn	Use Licence / Sponsor	Concrete (multilevel)	Unknown	Unknown			X	Need title and artist name for 2019 installation	
LA 2	Jensen Building NE Lawn	Use License	Concrete	Perch	Mike Suri			X		
LA 3	Nichols Basin Dock Garden	Use License	Steel Plate	Big River Woman	Lillian Pitt			X	On loan to Big Art from private collection. Not available for purchase.	
LA 4	Barman Property North of Bus Shelter	Use License	Concrete	Trillium	Matt Cartwright			X	Serves as seating for bus shelter - sponsored by CAT	
LA 5	Barman Property SW Corner	Use License	Steel Plate	Steel Head	Ben Dye			X	Serves as site improvement for bus stop. Sponsored by CAT	
LA 6	DMV Lawn	Use License	Concrete (3)	Constellations II	CJ Wrench		X		On permanent loan from the artist.	
POHR 1	Frog Beach	Port owned	Stone	Thinker	Ralph Tretheway	X	X			

POHR 2	Nichols Plaza	Port owned	Concrete	N'Chi Wanapum	Foster Kalama	X	X			
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Commission Memo



Prepared by: Michael McElwee
Date: August 6, 2019
Re: Hood River Energy Plan

The Hood River Energy Plan (“Plan”) was prepared in 2018 as a blueprint to help increase economic benefits related to energy use in Hood River County, while improving community resilience and energy independence. The Plan was adopted by the Port of Hood River on February 20, 2018. The Port contributed approximately \$7,500 toward its preparation.

Implementation of the Plan is being guided by the Hood River Energy Council (“Council”), a formal advisory group. Commissioner Meriwether is the Port representative on the Council. It is staffed by a coordinator position housed at the Mid-Columbia Economic Development District (MCEDD). See attached memorandum from Energy Plan Coordinator Marla Harvey.

The Council is requesting \$10,000 from the Port as a contribution for Plan implementation activities in FY 2019/20. Other local contributors are the City of Hood River (\$10,000), Port of Cascade Locks (\$3,500) and Hood River County (\$10,000). Various other entities include the Energy Trust of Oregon, Ford Family Foundation, Business Oregon (through Local Economic Opportunity Fund), Oregon Community Foundation and US Department of Energy.

RECOMMENDATION: Approve Inter-Governmental Agreement with the Mid-Columbia Economic Development District for Hood River Energy Plan implementation services not to exceed \$10,000 plus reasonable reimbursable expenses.

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To: Michael McElwee, Port of Hood River Executive Director

From: Marla Harvey, Hood River County Energy Plan Coordinator

Date: March 11, 2019

Re: FY 2019/2020 Request to support the Hood River County Energy Council and Energy Coordinator

Adopted in 2018, the Hood River Energy Plan is a blueprint to help our community reduce emissions from the burning of fossil fuels and increase economic benefits related to energy use in Hood River County, while improving community resilience and energy independence.

We look forward to sitting down with you and learning what the Port is already doing to pursue projects that further the goals of the Hood River County Energy Plan and what opportunities your entity has to integrate energy plan strategies in the coming years. We will bring those projects and opportunities back to the newly formed Hood River Energy Council, which is in the process of developing a work plan that will guide the council's work over the next 12 months to two years. The Energy Plan is a non-binding commitment for each governing body to pursue initiatives that will help our community meet energy and carbon emission-reduction goals. The Energy Council is encouraged that the Port is taking this commitment seriously and making clean energy part of your decision-making process.

What is the Hood River County Energy Council?

The value of having a formal advisory group (the Hood River Energy Council) led by a coordinator position has become vividly apparent over the last few years since our community embarked on this work in a collaborative and inclusive way. The Council's 11 members each spend an average of 4-8 hours a month working with the Energy Coordinator to advance high-priority community-scale projects. The Council and Energy Coordinator are working on bigger projects, such renewable energy generation and energy storage projects for target facilities that improve our community's resilience to power outages, community solar projects, zero energy new construction educational campaigns, and increased electric vehicle charging infrastructure. These efforts require coordination with many stakeholders — state and federal agencies, the Energy Trust of Oregon, utilities, technical experts, local business and numerous others.

Accomplishments

To date, local governing bodies plus grants from private and public nonprofits have funded the Energy Plan Coordinator position annually. Utilizing a collective governing body investment of \$36,598 over the last two and a half years, the efforts of the Energy Coordinator, the Council

and volunteers has resulted in well over **\$343,000¹** in technical assistance, grants and loans to support projects in Hood River County that will provide long-term energy independence and cost savings for our community. Housed and supervised by MCEDD, the coordinator is also tracking these successes so that they “count” toward the goals of the Energy Plan in order to communicate progress to governing bodies, the Hood River County community, and funders.

Projects included a rooftop solar system on the Hood River Health Department, designed to save the County \$34,000 over 10 years, and a rooftop solar system the Hood River Public Works Building designed to save the City \$97,000 over the life of the project. We helped secure \$130,000, including \$85,000 in grant funds from Energy Trust of Oregon, to investigate hydro generation in municipal and irrigation water systems for projects that have the potential to generate upwards of \$400,000 in annual gross revenue, combined. Over \$13,000 has been raised to support plans for a 760-kilowatt to 1-megawatt Community Solar project, which would provide clean renewable power, local jobs and a 2-5% savings on energy costs to local subscribers, including interested governing bodies. This project could potentially be located on Port Property. In addition, the Energy Coordinator is actively supporting the Port in a second grant application to Pacific Power to secure funding for a charging station located at Port offices.

Future

The Energy Plan is a commitment for each governing body to pursue initiatives that will help our community meet energy and carbon emission-reduction goals. The Energy Council is encouraged that the Port is taking this commitment seriously and making clean energy part of your decision-making process.

In order to ensure energy plan implementation continues to be a collaborative, multi-jurisdictional, and effective effort, we have an annual need to fund the Energy Coordinator position. Meaningful local match is a critical element to securing outside funding, as it communicates that local leaders are committed to implementing the Energy Plan in a sustained and uniquely collaborative way. Reliable local match also allows volunteers and the Energy Coordinator to focus more of their attention on project implementation and less on staff fundraising efforts. **To make sure Hood River County and the Port of Hood River are able to meet the goals of the Energy Plan, we are requesting \$10,000 from each of the four governing jurisdictions adopting the plan for the 2019/2020 fiscal year.** The ask of \$10,000 amounts to approximately 10% of the cost to maintain a coordinator and is a small amount compared to the savings and benefits for the county and its citizens.

We appreciate you considering increasing your support of this valuable position. This, in turn, will help our community implement the Hood River Energy Council workplan and deliver results that our community can be proud of. We hope that we can continue to count on the Port’s support and that, over the long term, some of the cost savings achieved through future clean

¹ Includes totals raised to support coordinator capacity (including governing body \$36,598) and project specific funds but does not include in-kind contributions or the true value of all identified feasibility studies.

energy projects will be reinvested in the Energy Plan Council and Coordinator and future energy projects.

With mounting evidence showing that governments must act with greater urgency to address climate change, the initiatives and efforts of the Port of Hood River and the Hood River County Energy Council are proving that local government can be part of the solution. Hood River County has long been known as a leader in energy efficiency and clean energy production. Today, it is known around the state as a leader in energy planning and transition to a new energy economy.

Thank **you** for your leadership and continued partnership.

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INTERGOVERNMENTAL AGREEMENT

Between the **Mid-Columbia Economic Development District** and the **Port of Hood River**
For the provision of Project Management Services to the Hood River County Energy Council

This agreement is made and entered into under the authority of ORS 190.010 between the Mid-Columbia Economic Development District (MCEDD) and Port of Hood River (Port) as a member of the Hood River County Energy Plan. The term of this agreement shall be from July 1, 2019 to June 30, 2020.

1. Services to be Provided by the Parties

- A. The MCEDD will provide the services and personnel to complete the work activities described in the Scope of Work (Section 2) below.
- B. The Port will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Scope of Work

Under the terms of an Intergovernmental Agreement between MCEDD and the Port, MCEDD will provide the following services:

- Administration: MCEDD will provide administrative support for the Hood River County Energy Council. Duties include preparation of agendas and meeting materials, public outreach, and other basic duties.
- Implementation Plan: MCEDD will work in coordination with the Hood River County Energy Council to organize and write the Hood River County Energy Council 2 year Work Plan.
- Implementation: MCEDD will support implementation actions identified in the Energy Council Work Plan.

3. Consideration:

The Port of Hood River will provide ten thousand (\$10,000) dollars in matching funding to compensate MCEDD for services rendered. MCEDD will submit an invoice to the Port of ten thousand (\$10,000) dollars for services performed under this agreement. Payment should be made by the Port to MCEDD within 60 days of the invoice.

4. Term

Subject to other contract provisions, the period of performance under this Contract will be from July 1, 2019 to June 30, 2020, unless sooner terminated as provided herein.

5. Notices

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such

other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to Port: Michael McElwee, Executive Director
Port of Hood River
1000 E Port Marina Drive
Hood River, OR 97031

If to MCEDD: Amanda Hoey, Executive Director
Mid-Columbia Economic Development District
515 E. Second St.
The Dalles, OR 97058

If any such provision of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereto.

6. Amendment

The MCEDD and the Port may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the MCEDD and the Port shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

7. Termination:

- Mutual Termination: This IGA may be terminated by mutual consent of both parties.
- Termination by Port: The Port may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to MCEDD, or at such later date as may be established by the Port and submitted in writing to MCEDD.
- Termination by MCEDD: MCEDD may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the Port.

8. No Implied Waiver

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for in this Contract shall constitute a waiver of the provision of this Agreement or the rights of the parties hereto.

9. Governing Law

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

10. Attorney's Fees:

The prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney’s fees at trial or an appeal.

11. Indemnity

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to defend, hold harmless and indemnify each other, their respective officers, agents, employees and assigns against any and all damage or claims from damages resulting or allegedly resulting from the respective parties performance or activities hereunder. Each party shall give the other immediate written notice of any action filed or any claim made against that party that may result in litigation in any way related to this Agreement.

12. Office Space

MCEDD will provide office space and use of office equipment as needed for the activities of this work. MCEDD will also provide travel to and around the County as needed to complete the scope of work as listed above.

13. Acts and Omissions

Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this Agreement.

14. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

15. Entire Agreement

This Agreement constitutes the entire agreement between parties. There are no understandings, agreements or representations, oral or written not specified herein regarding this Agreement. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

Port of Hood River

Mid-Columbia Economic Development District

By: _____
Michael McElwee, Executive Director

By: _____
Amanda Hoey, Executive Director

Date: _____

Date: _____

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Commission Memo



Prepared by: Anne Medenbach
Date: August 6, 2019
Re: FAA Grant agreement- EA

The Port completed an Environmental Assessment (EA) for the work on both the north apron rehab project and the *ConnectOregon* VI project. This EA was funded up front by the Port but was eligible for reimbursement by the FAA.

The FAA AIP grant process reimburses costs to the airport sponsor, sometimes a year or so after the project is complete. In this case, Port staff and FAA staff worked together to increase the originally estimated amounts and were able to get the full reimbursement for the project.

The grant amount is \$324,660 with a Port match of 10% or \$36,074, for the total project cost of \$360,734. Century West carried out the EA contract and has committed to the final billing amount not to exceed the \$360,734.

RECOMMENDATION: Approve the grant agreement with the FAA for grant number 3-41-0026-012-2019 in the amount of \$324,660.

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
2200 S. 216th Street
Des Moines, WA 98198

**ACTION
ITEMS**

July 23, 2019

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

Dear Mr. McElwee:

We are attaching the Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0026-012-2019 at Ken Jerendstedt Airfield in Hood River, Oregon. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 9, 2019, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed copy of the Grant Agreement via email in PDF form prior to sending the hardcopy in the mail.
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
 - Forward one copy of the executed Grant Agreement to your associated State Aviation Official

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Sean Callahan, (206) 231-4143, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Joelle Briggs
Manager
Seattle Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>July 23, 2019</u>
Airport/Planning Area	<u>Ken Jernstedt Airfield – Hood River, Oregon</u>
AIP Grant Number	<u>3-41-0026-012-2019 (Contract Number: DOT-FA19NM-0022)</u>
DUNS Number	<u>089452262</u>
TO:	<u>Port of Hood River, Oregon</u> (herein called the “Sponsor”)

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2019, for a grant of Federal funds for a project at or associated with the Ken Jernstedt Airfield, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ken Jernstedt Airfield (herein called the “Project”) consisting of the following:

Environmental Assessment for the northside development and north apron construction (reimbursement); which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor’s acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$324,660.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

 - \$0 for planning
 - \$324,660 airport development or noise program implementation; and,
 - \$0 for land acquisition.
- 2. Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
- 3. Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 5. Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 6. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 7. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 9, 2019, or such subsequent date as may be prescribed in writing by the FAA.
- 8. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 16. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 17. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 18. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 19. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 20. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 11, 2018, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

22. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor’s certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- a. The Sponsor’s certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA’s acceptance of a Sponsor’s certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Joelle Briggs

Manager, Seattle Airports District Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

.....
(Name of Sponsor)

.....
(Signature of Sponsor's Authorized Official)

By:

.....
(Typed Name of Sponsor's Authorized Official)

Title:

.....
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____

By:

.....
(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- d. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- e. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- f. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

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NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending
_____	_____
Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the Single Audit requirements and are taking the following action:
 - The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - The Single Audit for this fiscal/calendar year is attached.
 - The Single Audit report will be submitted to the FAA as soon as this audit is available.

- We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
2200 S. 216th Street
Des Moines, WA 98198

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