



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, June 27, 2017
Marina Center Boardroom

4:00 P.M.
Reception

Recognition of Retiring Commissioners Fred Duckwall, Jon Davies & Rich McBride

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 June 6, 2017 Regular Session ([Genevieve Scholl – Page 3](#))
 - b. Approve Addendum No. 5 to Lease with Cloud Cap Technology at the Wasco Bldg. ([Anne Medenbach – Page 7](#))
 - c. Approve Addendum No. 3 to Lease with Cloud Cap Technology at the Helicopter Hangar ([Anne Medenbach – Page 13](#))
 - d. Approve Addendum No. 1 to Lease with Electronic Assemblers at the Big 7 Building ([Anne Medenbach – Page 17](#))
 - e. Approve Contract with Jack Lerner for IT Services Not to Exceed \$44,500 ([Fred Kowell – Page 21](#))
 - f. Approve Accounts Payable to Jaques Sharp in the Amount of \$3,240 ([Fred Kowell – Page 27](#))
 4. Reports, Presentations and Discussion Items
 - a. Airport Public Meeting Report ([Anne Medenbach – Page 31](#))
 - b. Crystal Springs Water Service Update ([Anne Medenbach – Page 33](#))
 - c. E-Bike Policy and Concession Agreement Amendments ([Michael McElwee – Page 35](#))
 5. Director's Report ([Michael McElwee – Page 41](#))
 6. Commissioner, Committee Reports
 - a. PNWA Summer Conference (Shortt)
 7. Action Items
 - a. Approve Resolution No. 2016-17-6, FY 2017 Budget Transfer ([Fred Kowell – Page 45](#))
 - b. Approve Contract with Summit Strategies for Federal Advocacy Services Not to Exceed \$78,000 ([Genevieve Scholl – Page 51](#))
 - c. Approve Intergovernmental Agreement with Hood River County for Advocacy Services Performed by Summit Strategies ([Genevieve Scholl – Page 51](#))
 - d. Approve Contract with Thorn Run Partners for State Advocacy Services Not to Exceed \$42,504 ([Genevieve Scholl – Page 51](#))
 - e. Approve Amendment No. 1 to Master Contract and Amendment No. 2 to Task Order 1 with HDR Engineering for Bridge Engineering Services Not to Exceed \$35,000 ([Michael McElwee – Page 63, 67](#))
 - f. Ratify Contract with Griffin Construction, LLC for ADA Upgrades at the DMV Building Not to Exceed \$31,426 ([Anne Medenbach – Page 73](#))
 - g. Approve Resolutions 2016-17-7 Regarding Disadvantaged Business Enterprise Policy ([Anne Medenbach – Page 87](#))
 8. Commission Call
-

9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(i) Chief Executive Officer Employment Performance Review

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 June 6, 2017 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.

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Steve Carlson, Genevieve Scholl

Absent: None

Media: None

1. CALL TO ORDER: President Brian Shortt called the Regular Session meeting to order at 5:05 p.m.
Modifications, Additions to Agenda: McElwee requested time to introduce a new employee to the Commission.

2. PUBLIC COMMENT: Lane Smith expressed his concerns about the low visibility of the center line on the lift span. Mr. Lane noted that, especially at night, the center line is an important visual aid and when it's not visible, larger vehicles like his charter van/bus are at risk of hitting the bridge or oncoming traffic. He also noted that the green lights that permit commercial passenger vehicles to cross the lift span without stopping are not functioning properly. Owen Rauschert spoke about the Commission's recent decision to take no action on staff's recommendation to amend the Port concession agreement to allow e-Bike rentals on the waterfront. As owner of Gorge Kiteboarding School, Mr. Rauschert has invested in the purchase of several e-Bikes to expand his business. Hoping to clarify a few issues, Mr. Rauschert pointed out that the e-Bikes do not exceed 20 mph and are considered a bicycle, not a motorcycle. However, he noted have a vehicle classification that restricts their use to roads only, not sidewalks and therefore they would not be permitted on the Waterfront Trail. He noted several other benefits of his proposal including potentially alleviating parking/traffic congestion; zero-carbon emissions; and since he is not a retailer, no new competition with downtown retailers selling the e-Bikes.

3. INTRODUCTION OF NEW WATERFRONT MANAGER: Michael McElwee introduced the new Waterfront/Marina Manager, Steve Carlson to the Commission noting that he will begin work full time on July 1.

3. CONSENT AGENDA:

a. Approve minutes of May 16, 2017 Regular Session and the May 23 Lot 1 Planning Work Session; approve accounts payable to Jordan Ramis P.C. in the amount of \$4,579.

Motion: Move to approve Consent Agenda.

Move: Davies; citing potential conflict of interest as Jaques Sharp is a client of his business.

Second: McBride.

Discussion: None

Vote: Aye: Unanimous.

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. **Lot 1 Planning Update:** Michael McElwee provided a report on the Lot 1 Planning next steps, highlighting the May 23 work session and resulting discussions with representatives of Key Development. He reiterated his recommendation to submit the subdivision application to the City and begin negotiations on an intergovernmental agreement. He provided a review of the proposed plat map and utility overlays, noting the "fixed conditions" of 2nd street, ODOT right of way, Event Site access and Anchor Way egress provision. He noted the "unfixed" conditions of lot lines, relocation of 1st Street and utilities as issues that will be addressed as the project moves forward. There was discussion about the project timeline and milestones to determine roles and responsibilities in regards to maintenance of roads, private developers preferred timelines. McElwee asked for consensus on submitting the application now, there was consensus from all but Commissioner McBride.

b. **Financial Report for the 10 months ending April 10:** Fred Kowell provided the financial report for the ten months ending April 10, 2017, detailing the schedule of expenditures by cost center by fund. He reported that Personnel Services are at 77% of budget at this 83% mark of the fiscal year. Materials and Services are impacted by the Airport categories over budget due to winter maintenance and legal expenses of FBO contract transfer and

FAA agreements. On the revenue side, bridge tolls are \$200,000 under budget due to the winter weather related travel impacts. Kowell noted that lease revenues are on track to budget and that the Statement of Operating Revenues and Other Sources of Funds show that, overall, there is little deviation from budget. He noted that at the next meeting the Commission will consider the Budget Transfer for approval, which will true up the M&S and Capital Outlay expenditures to budget. Commissioner Streich requested a report of the Lower Mill redevelopment and the Crystal Springs negotiations to provide a more detailed breakdown of real costs for the project overall.

5. DIRECTOR'S REPORT: McElwee provided a detailed report highlighting the following: Sheppard's open house is June 16 to celebrate completion of their construction; Stu Watson's last day is June 16; Melissa Child has announced her retirement after 21 years of service to the Port; Jerry has distributed materials for the Executive Director annual review process; a front-page article in the Columbian newspaper lauded the Port's approach to development on the waterfront as a model for other ports; PNWA Summer Conference is June 19-21 in Seattle; at the 3.5Amp setting, all GFCI breakers have held except one boat house and Steve Carlson is working with that tenant to ensure electrical improvements are made before re-energizing, then we will continue to step down the trip threshold; Crestline has begun work on the trail improvement project; Outfound event exclusive use; reservoir control reports high water levels will continue through mid July; homeless camp on Port property by railroad tracks and protocols for trespassing/camping prohibition enforcement; City will begin work on lift station this week, work could result in traffic pattern changes and delays; there will be a public meeting June 22 to provide information and hear comments from the public on activities at the Airport; HB 2750 is moving through the Rules Committee and Thorn Run and staff are working hard to come to an agreement with Rep. Holvey and LC requested amendments; and plans for farewell reception for outgoing Commissioners.

6. COMMISSIONER, COMMITTEE REPORTS: None.

7. ACTION ITEMS:

a. Approve Resolution No. 2016-17-5 Adopting the Budget for Fiscal Year 2017-18 Including Property Tax Rate of \$0.0332 per \$1,000 of Assessed Value: Kowell explained that the budget presented anticipates a toll increase, potentially occurring in January 2018 and other changes discussed during the last meeting.

Motion: Approve Resolution No. 2016-17-5 Adopting the Budget for Fiscal Year 2017-18 Including Property Tax Rate of \$0.0332 per \$1,000 of Assessed Value.

Move: Duckwall

Second: Davies

Discussion: None.

Vote: Aye: Unanimous.

MOTION CARRIED

b. Authorize Contract with Abhe & Svoboda, Inc. for Hood River Bridge Auxiliary Truss and Floor Beam Repairs in the Amount of \$367,770.00: McElwee reported that this contract represents the low bid and the protest period has already expired. The work would commence in September.

Motion: Authorize Contract with Abhe & Svoboda, Inc. for Hood River Bridge Auxiliary Truss and Floor Beam Repairs in the Amount of \$367,770.00.

Move: McBride

Second: Streich

Discussion: None.

Vote: Aye: Unanimous.

MOTION CARRIED

c. Approve Lease with Hood River Yacht Club for Portions of Marina South Basin Dock: McElwee noted the new lease includes minimal changes to slip assignments and insurance requirements.

Motion: Approve Lease with Hood River Yacht Club for Portions of Marina South Basin Dock.
Move: Duckwall
Second: Streich
Discussion: None.
Vote: **Aye:** Unanimous.
MOTION CARRIED

d. Approve Residential Through the Fence Agreements with Timothy J. O’Donnell, Russell J. Read and Judith O. Frey for Registered Aircraft Access to the Airport: Medenbach explained that the requested Through The Fence agreements are compliant with FAA requirements because they are already depicted on the Airport Layout Plan (ALP). She also noted that they are revocable.

Motion: Approve Residential Through the Fence Agreements with Timothy J. O’Donnell, Russell J. Read and Judith O. Frey for Registered Aircraft Access to the Airport.
Move: Davies
Second: Duckwall
Discussion: None.
Vote: **Aye:** McBride, Davies, Duckwall, Shortt.
Nay: Streich
MOTION CARRIED

8. COMMISSION CALL: Davies commended Fred Kowell on the excellence of the Port financial reports. McElwee reminded everyone that the June 20 meeting has been rescheduled to June 27 to accommodate PNWA Summer Conference and other scheduling conflicts.

9. EXECUTIVE SESSION: Regular Session was recessed at 6:15 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. POSSIBLE ACTION: None.

11. ADJOURN: The meeting was adjourned at 6:20 p.m.

Respectfully submitted,

 Genevieve Scholl

ATTEST:

 Brian Shortt, President, Port Commission

 Jon Davies, Secretary, Port Commission

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Commission Memo



Prepared by: Anne Medenbach
Date: June 27, 2017
Re: Cloud Cap Technology In. - Wasco Lease

Cloud Cap Technology In. has been a tenant at the Wasco Building since 2013. Since that time, they have expanded their operations. There is currently one vacant office in Suite 101, recently vacated by MCOGG. This Addendum No. 5 will:

1. Add the 207 sf of office in Suite 101 to the lease. This brings the total rented square footage for Cloud Cap to 5,495.
2. Corrects a typo in Addendum No. 4 (renewal dates were incorrect).

With the lease of this 207 sf, the Wasco Building will now be 100% occupied.

RECOMMENDATION: Approve lease Addendum No. 5 with Cloud Cap Technology Inc. at 205 Wasco Loop, subject to legal review.

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ADDENDUM NO. 5 TO LEASE

Whereas, the Port of Hood River (“Lessor”) and Cloud Cap Technology, Inc. (“Lessee”) entered into a lease of 2,846 square feet at the Wasco Business Building , 205 Wasco Loop, Hood River, Oregon (“building”), effective April 16, 2008 and expiring April 30, 2013; and

Whereas, Lessor and Lessee entered into Addendum No. 1 to the lease dated September 21, 2012 whereby Lessee’s premises were expanded by 1,792 square feet; and

Whereas, Lessor and Lessee entered into Addendum No. 2 to the lease dated April 8, 2013, whereby lease rates were stated, Lessee’s term was extended to April 30, 2015 and annual CPI increase limits were added; and

Whereas, Lessor and Lessee entered into Addendum No. 3, dated July 10, 2015, whereby Lease term was extended through April 30, 2017 at Consumer Price Index for the Portland Area; and

Whereas, Lessor and Lessee entered into Addendum No. 4, dated March 22, 2017, whereby Leased Premises was increased by 550 sf., Lease Term was extended through June 30, 2019 at the Consumer Price Index for the Portland Area and two additional options to extend were added through July 1, 2023 (the April 16, 2008 lease, Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4 are collectively called the “Lease”); and

Whereas, Lessee wishes to add 207 sf to the leased premises from Suite 101 office #3 as shown in Exhibit A (the office shares a significant amount of space with other tenants and is broken out into pro-rata allocations as shown in Exhibit B);

Therefore, Lessee and Lessor agree that (i) commencing July 1, 2017, office #3 in Suite 101 consisting of 207 sf to the Lease shall be added to the leased premises at the same rate and terms as said Lease and (ii) Section ii of Addendum No. 4 , line 2 is replaced with “two (2) years each commencing July 1, 2019 and July 1, 2021, provided Lessee gives Lessor.”

Except as modified above, the Lease shall remain in full force and effect.

The persons executing this Lease Addendum No. 5 for Lessor and Lessee warrant that they have the authority to do so.

DATED THIS _____ DAY OF JUNE, 2017.

By: _____
Michael McElwee, Executive Director
Port of Hood River

By: _____
Matt Lendway, General Manager
Cloud Cap Technology, Inc.

Exhibit A

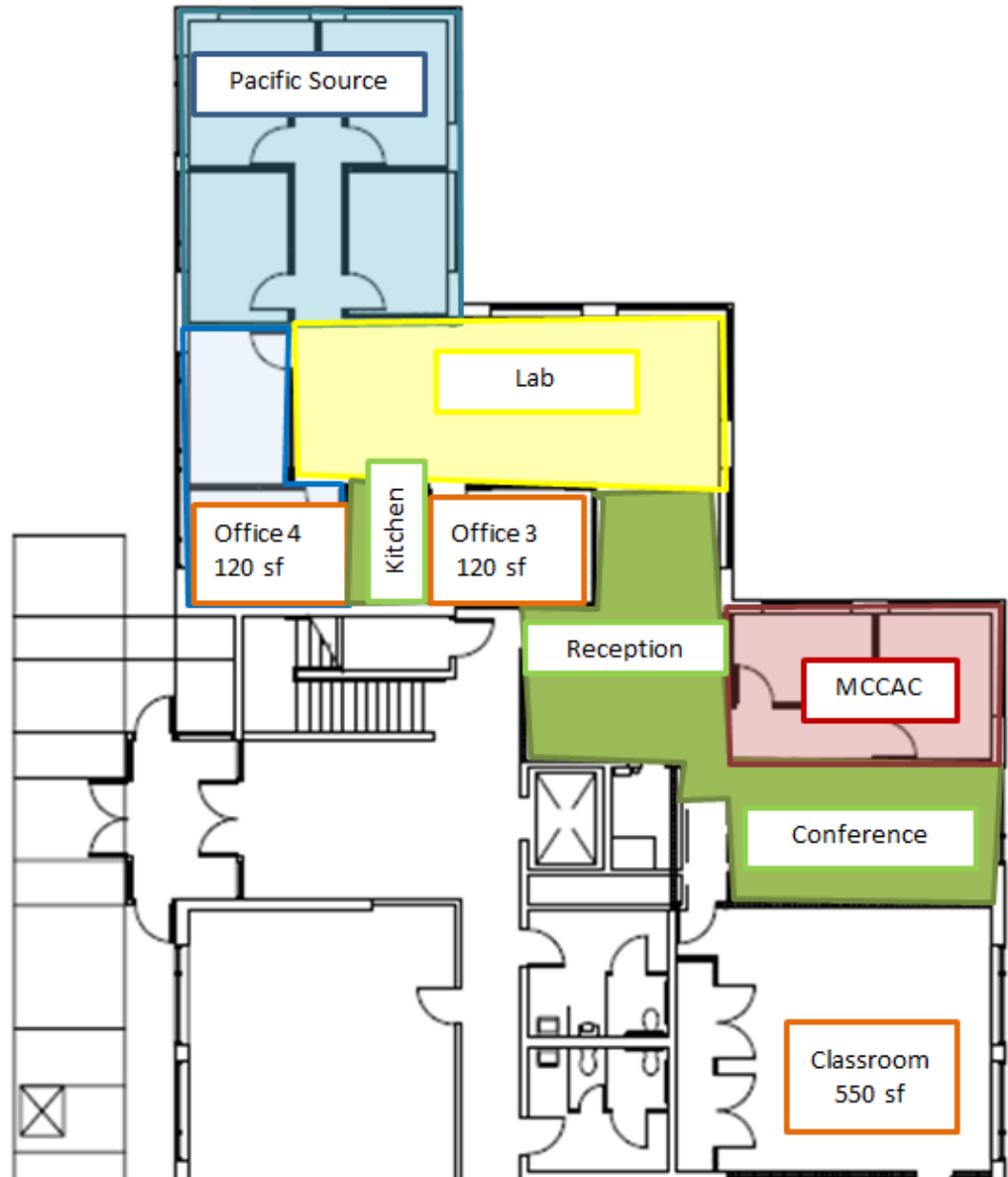


Exhibit B

Suite 101 Pro-rate allocations

Offices	SF	Total office space	1582											2412.83
Office 1	106	MCACC	106	Reception	Conference	Kitchen	Lab	Hall 1	Hall 2	Hall 3	Total Sf			
Office 2	82	Office 1	82	Office 2										
Office 3	122	Office 2	188	Total	38.15	27.33	6.30	50				309.78		
Office 4	117	Office 3	122	Comm. Allocation	12%									
Office 5	102	Office 4	117											
Office 6	100	Office 5	102											
Office 7	110	Office 6	100											
Office 8	110	Office 7	110											
Office 9	100	Office 8	110											
Classroom	602	Office 9	95											

Common Areas	SF	Split by	Pacific Source	SF	Reception	Conference	Kitchen	Lab	Hall 1	Hall 2	Hall 3	Total Sf	
Kitchen	53	All	Office 6	100	Office 7	110	Office 8	110	Office 9	95			
Lab	464	Offices 3-9	Total	415	84.21	60.34	13.90	141.3				782.72	
Reception	321	ALL	Comm. Allocation	26%									
Conference	230	ALL	Lab allocation	30%									
Hall 1	50	MCACC	Office 5	102	7%	21	15	4	36				178
Hall 2	28	Classroom	Comm. Allocation	8%									
Hall 3	68	Classroom	Lab allocation	8%									
Lab Allocation	1363	FacSource	Offices 4	120	8%	24	17.45	4.02	40.9				207

Classroom	SF	Reception	Conference	Kitchen	Lab	Hall 1	Hall 2	Hall 3	Total Sf	
Total	550	80.25	57.50	13.25						729.00
Comm. Allocation	25%									28.0
Pro-rata	8%									207
Lab allocation	9%									207

Office 3	120	Reception	24.35	Conference	17.45	Kitchen	4.02	Lab	40.9	Hall 1	Hall 2	Hall 3	Total Sf
Pro-rata	8%												207
Comm. Allocation	9%												207

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Commission Memo



Prepared by: Anne Medenbach
Date: June 27, 2017
Re: Cloud Cap Technology - Hangar Lease Addendum No. 3

Cloud Cap has been a tenant in the helicopter hangar at the Ken Jernstedt Airfield since 2011. They would like to have the lease term of the hangar coincide with the lease term of their space at the Wasco Building. It is also timely, as an increase the rent at the hangar should bring the rate more in line with the market. This addendum No. 3 does the following:

1. Extends the lease term through June 30, 2019
2. Adds one (2) year renewal option
3. Increases rent from \$0.51 to \$0.60/sf

RECOMMENDATION: Approve Lease Addendum No. 3 with Cloud Cap Technology, Inc. at the Ken Jernstedt Airfield, subject to legal review.

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THIRD ADDENDUM TO LEASE

Whereas, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Cloud Cap Technology, Inc., an Oregon corporation, as Lessee, entered a lease of premises known as the helicopter hanger at the Ken Jernstedt Airfield, located at 3602 Airport Drive, Hood River, Oregon ("lease") for a term commencing on July 1, 2011 and expiring on June 29, 2013; and

Whereas, on April 8, 2013, lease Addendum No.1 was executed which extended the lease term through June 29, 2016, modified the lease rate and added a CPI increase, and

Whereas, on January 15, 2016, lease Addendum No.2 was executed which extended the lease term, added one (2) year renewal period and added nondiscrimination language required by the Federal Aviation Administration (FAA), and

Whereas, Lessee would like to extend the term of the hanger agreement by one year and add a two year renewal to the existing renewal term, to coincide with the term of the Lease agreement for office space at 201 Wasco Loop., and

Therefore, the parties agree to amend the lease as follows:

- 1. Section 2, Term, shall be modified to read as follows: This lease shall be for a period commencing June 30, 2011 and continuing through June 30, 2019. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the Lease, Lessee has the option to extend the lease for one (2) year term, through June 30, 2021, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease no later than April 1, 2021.
- 2. Section 3, Rent, shall be modified as follows:

Date	Square Footage	Lease Rate	Monthly Total
July 1, 2017-June 30, 2019	2,184	.60	\$1,410

If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has two options to extend the lease for two years each commencing July 1, 2019 and July 1, 2021, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease no later than November 30 in the year preceding the lease's termination date

Except as modified by Addendum No. 1, Addendum No.2 and this Addendum No. 3 to Hangar Lease, all terms and conditions of the lease shall remain in full force and effect.

Port of Hood River Amendment No. 3

Cloud Cap Technology, Inc.

Dated: _____, 2017

Cloud Cap Technology, Inc.

Lessor, Port of Hood River

By: _____

By: _____

Matt Lendway
General Manager

Michael S. McElwee
Executive Director

Date _____

Date _____

Commission Memo



Prepared by: Anne Medenbach
Date: June 27, 2017
Re: Electronics Assemblers - Lease Addendum No. 1

Electronics Assemblers, Inc. (EA) has been a tenant at the Big 7 Building for 30 years. Over the past three years, EA has invested in improved systems and marketing and realizing returns. They are expanding and looking to hire 15 employees within the next three months to accommodate their new clients.

They currently occupy the entire 3rd floor and one suite on the 2nd floor for a total of 11,735 sf. They would like to take on an additional 7,780 sf for shipping and receiving and some production and warehousing.

They would like to add these suites to the existing lease which expires on October 31, 2019. They would also like to reduce the renewal term from one five (5) year to two (2) year renewal options.

RECOMMENDATION: Approve lease Addendum No. 1 with Electronics Assemblers Inc. for 19,515 sf in the Big 7 Building, subject to legal review.

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FIRST AMENDMENT TO LEASE

Whereas: On October 26, 2015 the Port of Hood River, an Oregon municipal corporation, as Lessor, and Electronics Assemblers Inc., an Oregon corporation, as Lessee, signed a Lease commencing November 1, 2015, for premises known as spaces 202, 301, 302 and 303 in the Big 7 Building located 616 Industrial Street, Hood River, Oregon ("Lease"); and,

Whereas, Lessor would like to lease suites 201 and 203 at the same rate and term as the Lease and Lessor would like to amend the renewal options.

Therefore, the parties agree the Lease is amended effective July 17, 2017, as follows:

- 1. Section 1. "Tenant Suites" is amended to read "201, 202, 203, 301, 302 & 303".
- 2. Section 2. "Term, Renewal Options" is amended to read "Two (2) two (2) year options. The second sentence in this paragraph will read " If not in default, and if Lessee pays Lessor all real property taxes Lessee owes, or may be responsible to pay under the terms of the
- 3. Section 3. "Rental" is amended as follows:

Suite numbers	Square Footage	Lease Rate	Monthly Total
201, 202 & 203 **	10,171	\$0.60	\$6,102.60
301, 302 & 303	9,300	\$0.60	\$5,580.00
Total	19,471		\$11,682.60

** final square footage to be verified after hallway construction is complete.

- 4. Section 5. "Leased Premises Improvements" remains the same with the following addition,
 - a. Suite 201
 - Remove the metal sliding door between Suite 201 and 203.
- 5. Exhibit A, page 2 is replaced with Exhibit A attached herein.

Except as modified by this First Amendment to Lease, all terms and conditions of the Lease shall remain in full force and effect.

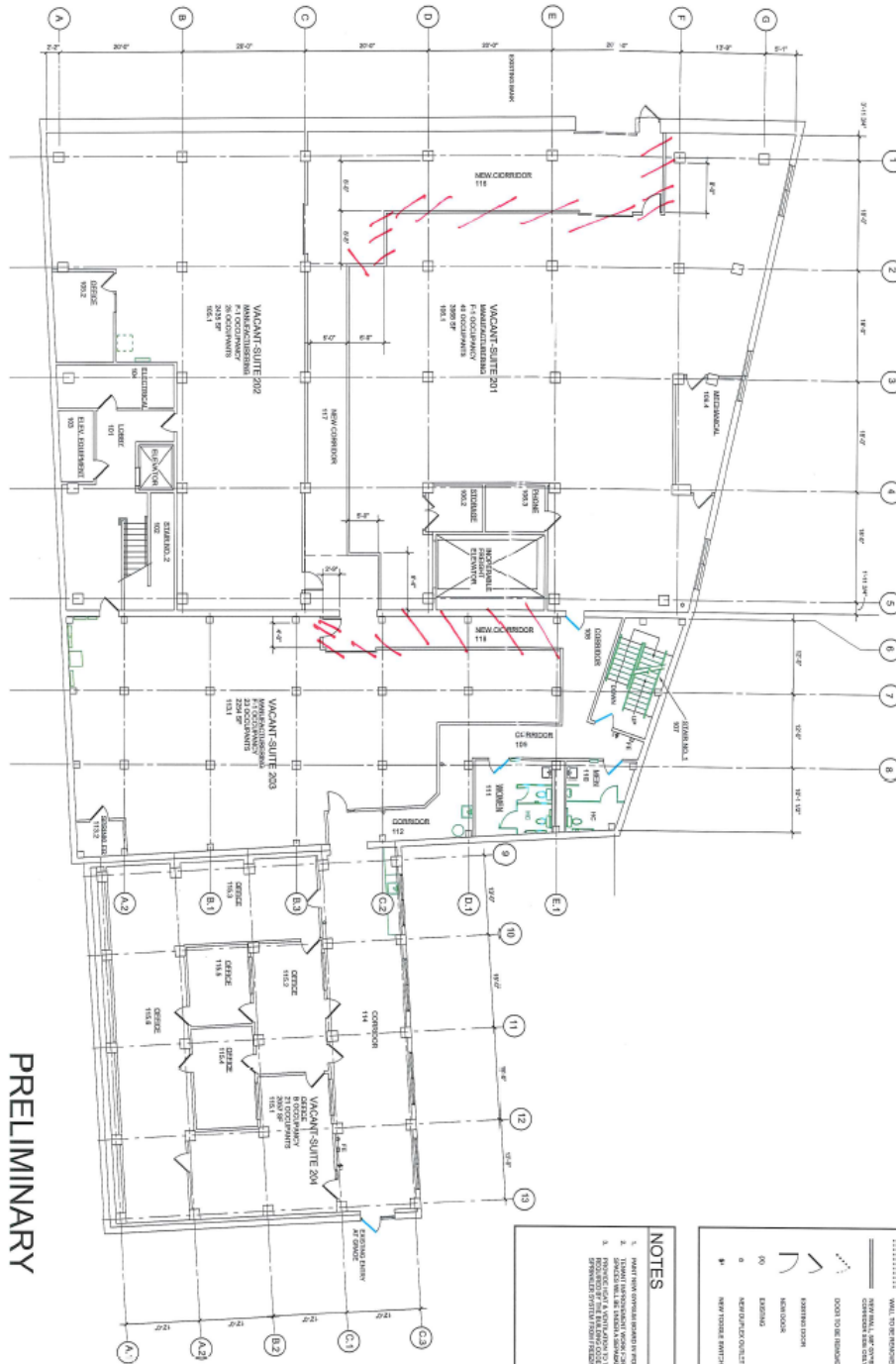
Lessee, Electronics Assemblers, Inc.

Lessor, Port of Hood River

By: _____
Bill Pullum
President
Date _____

By: _____
Michael S. McElwee
Executive Director
Date _____

Exhibit A Second floor



PRELIMINARY

NOTES

1. EXISTING CONDITIONS SHOWN IN RED.
2. DEMOLITION AREAS SHOWN WITH RED HATCHING.
3. DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES AND REGULATIONS.
5. REFER TO SHEET BIG 7-101 FOR GENERAL NOTES.

LEGEND

---	EXISTING WALL
---	WALL TO BE DEMOLISHED
---	NEW WALL
---	NEW PARTITION
---	NEW TRUSS & BRACE, VARIOUS
---	DOOR TO BE DEMOLISHED
---	NEW DOOR
---	NEW WINDOW
---	NEW GLAZED WINDOW
---	NEW TRUSS & BRACE, VARIOUS

FIRST FLOOR PLAN

Owner:
Port of Hood River
1000 East Port Marina Drive
Hood River, Oregon 97031
(541) 386-1645



BIG 7 BUILDING
616 INDUSTRIAL AVENUE
HOOD RIVER, OR 97031

Notes:
Contract:
4815 - Equipment
Date: 11/18/2020
Time: 10:00 AM
Project: Big 7 Building
Revision: 1

Commission Memo

Prepared by: Fred Kowell
Date: June 27, 2017
Re: IT Professional Services Contract



Every year, the Port contracts with Lerner Computer Support for office and toll system IT support. In October 2015, the Port approved a contract of \$28,000 based upon prior costs incurred and a projected cost for the next 12-16 months of service. Due to tolling equipment failures regarding our prior tolling system and work that was necessary to migrate to the new tolling system, the contract is now over spent. The latest invoices have exceeded the contract amount.

In addition, IT work was needed for placement of our new IT infrastructure. The Port continues to grow its technology base and with it brings additional demands for IT resources. This relates to continued work with in-house systems and interruptions of service at either the employee level or at the server level. As the Port moves to a web-portal and looks at the next phase of our tolling system upgrade, IT services will be required as some level in the planning process.

The following breakdown is related to the last couple of months work:

- Catch up amount - \$8,000
- System migration to Office 365 - \$2,500
- On-site planning and migration to P-Square tolling system, since October 2015 - \$6,500
- On-site planning and migration to Kapsch system - \$3,700
- On-site planning and migration to new IT infrastructure - \$5,800

Annual operations amount - \$18,000

All of the above costs are included in the budget.

RECOMMENDATION: Approve contract with Lerner Computer Support not to exceed \$18,000 for ongoing IT support and \$26,500 for prior services, for a total contract amount not to exceed \$44,500.

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**Personal Services Contract
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Jack Lerner Computer Support** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$44,500**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

Signature Date
President, Lerner Services, Inc.
6465 Trout Creek Ridge Road
Parkdale OR 97041
(541) 352-1036
Federal ID or Social Security Number: 26-0772147

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

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

All information technology requests that are approved by Port management which relates directly to the Port's internet, computer hardware (servers, PC's, laptops, netbooks, etc.), mobile devices, telecommunications including phone systems, switches, security systems, computer software applications including the BreezeBy, copier, fax, wireless routers, and other IT applications (web portal for payment gateway).

This Personal Services Contract supersedes the contract last dated March 5, 2015.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: Respond within a 24 hour period or less based upon the severity and risk related to the issue at hand. Servers, tolling software, and telecommunications may need immediate attention versus the development of a program to accept payments. Thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

III. CONSIDERATION:

Hourly rates under this Contract shall be \$ 95/hr.

Port shall reimburse Contractor for reasonable expenses associated with the purchases that are made on behalf of the Port to repair or replace equipment or materials, that are not considered part of this contract limit.

IV. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract
Exhibit B**

INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

_____ Required and attached OR ___x___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

- 2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

_____ Required and attached Waived by Finance Manager ___X_____

- 3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

_____ Required and attached Waived by Finance Manager ___X_____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

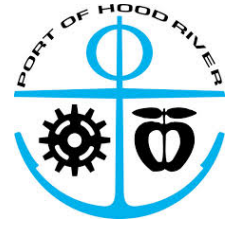
___x___ Required and attached Waived by Finance Manager _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

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

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Commission Memo



Prepared by: Fred Kowell
Date: June 27, 2017
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$3,240.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$3,240.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

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

RECEIVED
JUN 12 2017

BY: _____

CREDIT CARDS ACCEPTED

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

Page: 1
June 08, 2017
Account No: PORTOHAM

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS JJ	360.00	500.00	0.00	0.00	-360.00	\$500.00
BRIDGE TOLL SYSTEM (Kapsch Traffic Corp.)	234.00	0.00	0.00	0.00	-234.00	\$0.00
AUDIT LETTERS	0.00	40.00	0.00	0.00	0.00	\$40.00
CITY SEWER OUTFALL PROJECT (City of HR)	20.00	100.00	0.00	0.00	-20.00	\$100.00
EXPO SITE DEVELOPMENT (Key Development; Pickhardt)	680.00	1,080.00	0.00	0.00	-680.00	\$1,080.00
LEASE (Peterson Construction)	19.00	0.00	0.00	0.00	-19.00	\$0.00
DOG PARK	260.00	100.00	0.00	0.00	-260.00	\$100.00
BRANDT LAND TRADE AIRPORT AREA	80.00	0.00	0.00	0.00	-80.00	\$0.00

HOOD RIVER, PORT OF

Account No: Jun
PO:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
WATER ISSUES ODELL (Crystal Springs Water District 20.00	0.00	0.00	0.00	-20.00	\$0.00
LOT 1 PRELIMINARY SUBDIVISION (Berger ABAM) 40.00	0.00	0.00	0.00	-40.00	\$0.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT) 1,900.00	580.00	0.00	0.00	-1,900.00	\$580.00
AIRPORT DEVELOPMENT (Tac-Aero) 3,140.00	540.00	0.00	0.00	-3,140.00	\$540.00
PROPERTY SALE (Neal Creek Forest Products, LLC) 1,160.00	0.00	0.00	0.00	-1,160.00	\$0.00
AGREEMENT (Hood River Soaring) 680.00	0.00	0.00	0.00	-680.00	\$0.00
TRESPASS ON PUBLIC PROPERTY 160.00	300.00	0.00	0.00	-160.00	\$300.00
BRIDGE TRUSS PROJECT 180.00	0.00	0.00	0.00	-180.00	\$0.00
ORDINANCE 24 AMENDMENT 1 - SMOKING BAN 920.00	0.00	0.00	0.00	-920.00	\$0.00
SMALL CONSTRUCTION PUBLIC WORKS CONTRACT 480.00	0.00	0.00	0.00	-480.00	\$0.00
BRIDGE AREA TRAIL CONSTRUCTION CONTRACT(Crestline) 220.00	0.00	0.00	0.00	-220.00	\$0.00
TIMBER INCUBATOR LEASE (Gianino Marble & Granite) 180.00	0.00	0.00	0.00	-180.00	\$0.00
2016 BRIDGE INSPECTION IGA (ODOT) 120.00	0.00	0.00	0.00	-120.00	\$0.00
<u>10,853.00</u>	<u>3,240.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-10,853.00</u>	<u>\$3,240.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND
PAYMENTS RECEIVED THROUGH THE 31ST OF MAY
UNLESS OTHERWISE STATED**

Commission Memo





Prepared by: Anne Medenbach
 Date: June 27, 2017
 Re: Airport Public Meeting

Port staff and Jeremy Young and Brian Prange from TacAero hosted a public meeting at WAAAM on June 22, 2017. Approximately 1,400 meeting notices (shown below) were mailed to neighboring residential areas and airport users.

The goal of the meeting was to brief attendees about current and future changes at the Ken Jernstedt Airfield and to hear concerns from airport neighbors. In particular, there have been an increasing number of complaints about the frequency of take-offs and landings and an increase in noise impacts.

Port and TacAero staff first briefly explained operations and the management of the airport and acknowledged that operations are growing significantly. Then the floor was opened up to those who had signed in for public comment.

More than 60 people attended the meeting, which lasted for 1.25 hours. There were many good comments and questions that will be addressed in a follow up meeting. We will have a panel of experts at the next meeting and a presentation addressing the concerns and outlining the options and action steps that are or may be taken. We hope to hold that meeting later in July and will again send mailers to notify neighbors.

**Thursday,
June 22, 6:00 p.m.**
 at W.A.A.A.M.
 Western Antique Aeroplane
 and Automobile Museum

Information Session with Qs & As
 Hosted by the Port of Hood River and Tac Aero

**HOOD RIVER AIRPORT
NEIGHBORHOOD MEETING**

The Ken Jernstedt Airfield, an integral part of the local economy, is growing. As it becomes a hub for training and education as well as a draw for aviation tourism, operational and infrastructure changes are planned over the next five years. As the airport grows, the Port of Hood River would like to hear from you.

Please attend to learn more and provide your input!

RECOMMENDATION: Discussion.

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Commission Memo



Prepared by: Anne Medenbach
Date: June 27, 2017
Re: Crystal Springs Water District Update

Commissioner Shortt and Anne Medenbach attended the Crystal Springs Water District (CSWD) board meeting on June 15, 2017. Water service applications were submitted for four 2" meters at the Lower Mill Site. In addition, a draft Inter-Governmental Agreement (IGA) and support documents were submitted for discussion.

The response of the CSWD board was that they would accept the applications as of that date, but would delay approval until such time as the IGA is negotiated and executed. The CSWD Board also committed to a work session regarding the IGA before the end of June.

Staff will provide more detail and update the Commission about the status of this project during the meeting.

RECOMMENDATION: Discussion.

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Commission Memo



Prepared by: Michael McElwee
Date: June 27, 2017
Re: E-bike Rentals

On May 16, 2017, staff recommended approval of an amendment to the Concession Agreements with recreation schools at the Event Site to allow a limited number of e-bike rentals. The Commission did not take action on the amendment and expressed concerns about the impact of e-bikes on the waterfront. At the June 6 meeting, Owen Rauschert of Gorge Kiteboard School spoke to the Commission about his request to rent e-bikes. The matter was referred to staff for additional review and consideration.

Staff discussed the matter with Mr. Rauschert and with Steve Gates of Big Winds, who has opened an e-bike rental business in downtown Hood River and has also expressed interest in renting e-bikes. In sum, the following issues appear to be the most important to address:

- Congestion at the Event Site
- Equity among School Concessionaires
- Compatibility with other users of the Waterfront Ped/Bike Trail
- Risk & Liability

After further evaluation, staff is recommending Commission consideration of approval to allow a limited number of e-bike rentals at the Event Site with the following conditions:

- Summer 2017 will be a trial period
- E-bike rentals limited to two schools and six bikes per school at the Event Site
- Specific orientation protocols must be communicated to each customer
- No riding on the Waterfront Bike/Ped Trail
- Adequate Insurance

RECOMMENDATION: Discussion & Possible Action.

Authorize Addendum No. 2 to Concession Agreement with Gorge Kiteboard School to allow E-Bike Rentals on Port property.

Authorize Addendum No. 2 to Concession Agreement with Big Winds, Hood River, Inc. to allow E-Bike Rentals on Port property.

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Port of Hood River Concession Permit Addendum - 2017

ADDENDUM NO. 2 TO CONCESSION PERMIT

Whereas, the Port of Hood River and Big Winds, Hood River, Inc. ("Permittee") signed a Concession Permit authorizing Permittee to use Port property at the east end of the Event Site for windsurfing, kiteboarding sales and rentals and instruction for six-month periods beginning April 1 and ending Oct. 1 ("Permit Period") during 2016, 2017, 2018, 2019, and 2020;

Whereas, Permittee has requested permission to add e-bike rentals as a permitted Concession use, and the Port supports a trial period to determine if this use is compatible with other activities at the Event Site and enhances the waterfront visitor experience;

Whereas, e-bikes, which are bicycles with an electric motor, offer potential appeal to waterfront users and may create potential impacts on waterfront traffic and pedestrian safety;

Whereas, allowing an e-bike rental trial period will enable the Port and Permittee to assess pros and cons of e-bike use.

Therefore, the parties agree as follows:

1. Permittee may store and rent up to 6 e-bikes from their waterfront facilities during the 2017 Permit period.
2. E-bike use will be permitted during the concession period ending Sept. 30, 2017, unless an additional concession period is agreed to by the Port.
3. Permittee must provide the Port with proof of supplemental general commercial liability insurance coverage for e-bike users of at least at least \$1 million combined single limits.
4. Permittee must follow Customer Orientation Steps per attached Exhibit A.
5. Except as modified by this Addendum No. 2, all terms and conditions of the Concession Permit shall remain in full force and effect.

DATED _____, 2017.

PORT OF HOOD RIVER
An Oregon Municipal Corporation

By _____
Michael McElwee, Executive Director
Port of Hood River

PERMITTEE

By _____
Steve Gates, President
Big Winds, Hood River, Inc.
207 Front Street
Hood River, OR 97031
(541) 386-6086

Exhibit 'A'
Big Winds
Event Site
E-Bicycle Rental & Customer Orientation Procedure
June 22, 2017

The following procedures will be followed by employees of Big Winds when renting e-bikes to customers at the Event Site.

Rental

- Big Winds Employee to meet and greet customer.
- Determine ages of customers and primary responsible party.
- Customer fills out paperwork-- insurance form, release of liability
- Provide customer(s) with a Bicycle Helmet

Orientation

- Inspect bicycle to insure safe working order
- Inform customer of proper bicycle operation and safety
- Explain options for proper routes in Hood River and places to go
- Describe Oregon E-bike Laws:
 - No bikes allowed on sidewalks.
 - Bikes must be ridden on the street.
- Describe Waterfront E-Bike Rules:
 - No riding in the Event Site.
 - No riding on waterfront bike/ped. path
 - Be observant for children, dogs, etc.
 - Bikes must be walked over the Pedestrian Bridge
- Escort customer(s) out of the Event Site to the Portway Ave.

Port of Hood River Concession Permit Addendum - 2017

ADDENDUM NO. 2 TO CONCESSION PERMIT

Whereas, the Port of Hood River and Gorge Kiteboard School, LLC ("Permittee") signed a Concession Permit authorizing Permittee to use Port property at the east end of the Event Site for windsurfing, kiteboarding sales and rentals and instruction for six-month periods beginning April 1 and ending Oct. 1 ("Permit Period") during 2016, 2017, 2018, 2019, and 2020;

Whereas, Permittee has requested permission to add e-bike rentals as a permitted Concession use, and the Port supports a trial period to determine if this use is compatible with other activities at the Event Site and enhances the waterfront visitor experience;

Whereas, e-bikes, which are bicycles with an electric motor, may appeal to waterfront users but may create potential impacts on waterfront traffic and pedestrian safety;

Whereas, allowing an e-bike rental trial period during summer 2017 will enable the Port and Permittee to assess the pros and cons of e-bike use.

Therefore, the parties agree as follows:

1. Permittee may store and rent up to 6 e-bikes from their waterfront facilities during the 2017 Permit period.
2. E-bike use will be permitted during the concession period ending Sept. 30, 2017, unless an additional concession period is agreed to by the Port.
3. Permittee must provide the Port with proof of supplemental general commercial liability insurance coverage for e-bike users of at least at least \$1 million combined single limits.
4. Permittee must follow Customer Orientation Steps per attached Exhibit A.
5. Except as modified by this Addendum No. 2, all terms and conditions of the Concession Permit shall remain in full force and effect.

DATED _____, 2017.

PORT OF HOOD RIVER
An Oregon Municipal Corporation

By _____
Michael McElwee
Port of Hood River, Executive Director

PERMITTEE

By _____
Owen Rauschert
Gorge Kiteboard School, LLC
1767 12th Street #175Street
Hood River, OR 97031
(503) 577-3578

Exhibit 'A'
Gorge Kiteboard School
Event Site
E-Bicycle Rental & Customer Orientation Procedure
June 22, 2017

The following procedures will be followed by employees of Gorge Kiteboard School (GKS) when renting e-bikes to customers at the Event Site.

Rental

- GKS Employee to meet and greet customer.
- Determine ages of customers and primary responsible party.
- Customer fills out paperwork-- insurance form, release of liability
- Provide customer(s) with a Bicycle Helmet

Orientation

- Inspect bicycle to insure safe working order
- Inform customer of proper bicycle operation and safety
- Explain options for proper routes in Hood River and places to go
- Describe Oregon E-bike Laws:
 - No bikes allowed on sidewalks.
 - Bikes must be ridden on the street.
- Describe Waterfront E-Bike Rules:
 - No riding in the Event Site.
 - No riding on waterfront bike/ped. path
 - Be observant for children, dogs, etc.
 - Bikes must be walked over the Pedestrian Bridge
- Escort customer(s) out of the Event Site to the Portway Ave.

Executive Director's Report

June 27, 2017

Staff & Administrative

- Near-term personnel changes have meant staffing challenges have needed to be addressed. Steve Carlson is out until early July, Melissa Child is helping train Janet Lerner in preparation for retirement. An offer has been made to the top candidate for the Office Administrator position; however, she will not begin until about July 16.
- A lunch orientation for the three new Commission positions is scheduled for June 28 at the Hood River Inn. Fred Kowell and I will also have individual meetings with each.
- My annual performance evaluation forms have been received by Jerry Jaques from each Commissioner and compiled for review and discussion during Executive Session at the June 27 meeting. A contract amendment may also be considered.
- The Summer Conference of PNWA occurred June 19, 20, and 21 in Seattle. President Shortt, Genevieve Scholl and Anne Medenbach attended.

Recreation/Marina

- We are continuing to reduce the GFCI trip threshold. Each circuit has different conditions that influence decisions about the proper setting. The current settings are as follows:

A Dock – 100 mA
B Dock -- 600 mA
C Dock North -- 500 mA
C South -- 100 mA
Boathouse Dock -- 3 Amp

The target we are trying to achieve is 100mA. The Boathouse Dock and B Dock have been set higher in accordance with what staff was seeing with pre-trips. This means that there are still small ground fault issues. They appear to be boat issues.

- We have been unable to identify a host for the Event Site this summer. Employee Rob Arnold will provide some oversight of the Event Site.
- The water level in the Columbia River remains high. We are continuing to allow launching/landing at the Event Site for now at the Event Site but this activity will be monitored and may be curtailed if events warrant, especially near the July 4th weekend.
- Last year, local resident Hugh Amick planted milkweed for the benefit of migrating Monarch butterflies on Port



property. These plantings are now thriving and Monarchs have been sighted on the plots.

- Crestline completed concrete paving of the trail improvement project east of the bridge on June 16. Some cleanup and landscaping still needs to be completed. The concrete work is excellent.



- The firm Aquatech treated the Marina for invasive weeds on June 20. The Marina Manager had scheduled this late last year to be carried out this spring. One secondary benefit is it helps reduce clogging to the intakes of our irrigation pumps.
- Columbia Riverkeeper is continuing to monitor e-coli levels along the waterfront. There have been three tests at the Event Site where the counts exceeded recommended levels. Lorri Epstein will attend the July 11 meeting and provide an overview.
- SB 327 (Recreational Immunity) has passed the House Floor with a vote of 54-4. It now moves to the Governor's desk for signing.

Development/Property

- The proposed subdivision plan for Lot #1 is ready will be submitted to the City as adjustments are made to the interior lot lines per the last Commission discussion.
- The Crystal Springs Water District Board meeting occurred on June 16. President Shortt and Anne Medenbach attended. An application for water service was re-submitted and a draft IGA was discussed. This is a Report item on tonight's agenda.
- Construction has started on the new City sewer lift station near the intersection of Marina Way and Marina Drive. This project has already created significant disruption at the intersection. Crestline's staging area is on the gravel lot south of the DMV Building and we are working with the contractor to consolidate their activities and reduce the parking impact to tenants and other area uses.
- Work is underway to upgrade the front of the DMV Building to improve ADA access. We needed to get this work underway quickly so I signed the contract with Griffin Construction. This will require Commission ratification. The State will pay for the work.

Airport

- Anne continues to work on identifying for off-airport compensatory wetland required as part of the Connect VI project. We are also working with Congressman Walden’s office to see whether an agreement can be reached with the FAA to allow on-Airport mitigation.
- We are still seeking to identify additional funding for the South Ramp Taxi-Way Project. Crestline Construction has agreed to extend their bid price. We must obtain an additional funding commitment or reduce the project scope for the contract to be authorized and executed.
- On June 19, the Hood River County Commission, acting as the Windmaster Urban Renewal Agency, authorized a plan amendment that would allocate \$200,000 for the North Ramp Connect VI project. At their July meeting they will consider approval of the specific funding agreement with the Port. I have told the County Administrator that the funds will not be needed for about a year due to the lengthy Environmental Assessment.

Bridge/Transportation

- An agreement about the final language for our HB 2750 has been reached with Representative Holvey. The bill is now waiting to be scheduled for action by the Senate Rules Committee. After this occurs it will go to the full Senate for a vote, then back to the House for concurrence on the final changes. The \$5 million for the Bridge EIS and feasibility work is also named in the draft Transportation Bill. Significant more work will likely occur on that legislation before its final outcome is determined.
- I am beginning to work with Stafford Bandlow Engineers on scoping the next major bridge projects budgeted for FY 17/18. These include:
 - Rehabilitation of the Span Drive Motors
 - Inspection of the Primary Reducers
 - Upgrades to the Skew System
- If a contract is approved by the Commission, Abhe & Svoboda, the low bidder for the auxiliary truss project will start work in September.
- The summer issue of Gorge Magazine features an extensive article on the Bridge by Peggy Dills-Kelter, photographs by Michael Peterson. It provides an excellent historical timeline of the bridge. Thanks to Genevieve for working with the magazine staff on the article.



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Commission Memo



Prepared by: Fred Kowell
Date: June 27, 2017
Re: Budget Resolution Transfer

Usually towards the close of a fiscal year, an organization will adjust its budget to reflect changes that have occurred since the adoption of the original budget. These changes are reflected between major cost categories (objects) that are defined in the Adopted Budget as Personnel Services, Materials & Services, Capital Outlay and Debt Service. This budget resolution takes into account the changes between cost categories and between asset centers (i.e., Bridge, Marina, Airport, etc.).

For this to be a Budget Resolution Transfer, the overall budget appropriation level must ***not*** change. That is the case here. Only budgetary appropriation will be transferred from one cost category to another or within a cost category.

It should be noted that in preparing the Adopted Budget for FY 2016-17, I used the most current information at that time. However, circumstances change during the year.

The primary changes in this Budget Resolution Transfer are as follows:

- Appropriation changes to Personnel Services was minor by \$7,000 due primarily to the winter weather that occurred which impacted the DMV building, Marina and airport. Materials & Services likewise was impacted by winter weather causing higher maintenance and utility costs than anticipated in the original budget. This was evident at the Maritime, Halyard, Wasco buildings, Marina and at the Airport. The Expo Center and airport depicted higher legal costs due to the sale occurring later than budgeted and with regard to the airport environmental and development issues taking significant legal time, respectively. Capital improvements (CIP) at the Lower Mill was delayed due to water capacity issues and at the airport wetland mitigation efforts delayed development that was planned in the budget.
- The budget for CIP is being transferred to Personnel Services and Materials and Services for winter weather efforts, legal costs associated with wetland mitigation and airport development. I have provided footnotes at the bottom of the worksheet to give more substantive information on what is being transferred and from where.
- Overall, this Budget Resolution Transfer is a zero impact to the overall appropriation for the Port. I look forward with explaining the changes that occurred or questions that you may have regarding the Budget Transfer.

RECOMMENDATION: Approve Budget Transfer Resolution No. 2016-17-6 for the FY 2016-17 budget.

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Resolution No. 2016-17-6

Resolution Transfer

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby approves the Budget Transfers for the fiscal year ended June 30, 2017 as presented below and discussed before the Board.

Transfer of Appropriations between Cost Categories

<u>General Fund</u>	Adopted Budget	Revised Budget	Change Increase (Decrease)
<u>Resources</u>			
Property Taxes	\$ 63,900	\$ 63,900	\$ -
Transfers from Revenue Fund	475,500	475,500	\$ -
<i>Total</i>	\$ 539,400	\$ 539,400	\$ -
<u>Appropriations</u>			
Personnel Services	\$ 110,600	\$ 110,600	\$ -
Materials & Services	428,800	428,800	-
<i>Total</i>	\$ 539,400	\$ 539,400	\$ -
<u>Revenue Fund</u>			
<u>Appropriations</u>			
Personnel Services	\$ 1,872,800	\$ 1,879,800	\$ 7,000
Materials & Services	2,047,400	2,284,900	237,500
Capital Outlay	5,120,400	4,875,900	(244,500)
Debt Service	454,450	454,450	-
Transfers	2,066,800	2,066,800	-
Contingency	500,000	500,000	-
<i>Total</i>	\$ 12,061,850	\$ 12,061,850	\$ -
<u>Bridge Repair & Replacement Fund</u>			
<u>Resources</u>			
Transfers from Revenue Fund	\$ 1,591,300	\$ 1,591,300	\$ -
<u>Appropriations</u>			
Personnel Services	\$ 40,800	\$ 42,800	\$ 2,000
Materials & Services	292,500	290,500	(2,000)
Capital Outlay	1,969,500	1,969,500	-
Debt Service	858,000	858,000	-
Contingency	500,000	500,000	-
<i>Total</i>	\$ 3,660,800	\$ 3,660,800	\$ -
<i>Total Appropriations</i>	\$ 16,262,050	\$ 16,262,050	\$ -

ADOPTED BY THE BOARD OF COMMISSIONERS this 27th day of June, 2017.

Brian Shortt

Fred Duckwall

Jon Davies

Hoby Streich

Rich McBride

**PORT OF HOOD RIVER
BUDGET TRANSFERS BETWEEN MAJOR COST OBJECTS
SCHEDULE OF BUDGETED EXPENDITURES AND CHANGES TO APPROPRIATION
FOR THE FY 2016-17**

REVENUE FUND	Center	Personnel Services			Materials & Services			Capital Outlay			Debt Service			Increase/ (Decrease) to Adopted Budget	Notes
		Adopted	Revised	Actual	Adopted	Revised	Actual	Adopted	Revised	Actual	Adopted	Revised	Actual		
<i>Industrial Facilities</i>															
	100	810,800	810,800	697,069	519,500	645,000	539,677	394,000	730,000	598,758	-	-	-	461,500	1
	200/205														
Big 7	302	46,500	46,500	40,496	138,000	138,000	115,390	43,200	43,200	13,548	-	-	-	-	3
Jensen Property	303	47,300	47,300	41,331	181,400	181,400	153,323	211,000	170,000	13,850	145,000	145,000	132,863	(41,000)	3
Maritime Building	307	43,100	43,100	37,576	84,100	87,100	77,458	20,000	6,000	-	-	-	-	(11,000)	2,4
Halyard Building	401	61,800	61,800	54,139	211,600	222,600	201,670	10,000	40,000	32,718	-	-	-	41,000	3
Expo Center	702	0	0	-	-	11,000	7,390	-	-	-	-	-	-	11,000	4
Timber Incubator Bldg	800	32,900	32,900	28,657	29,400	29,400	17,572	10,000	5,000	-	-	-	-	(5,000)	5
Wasco Bldg		45,800	45,800	39,954	90,900	110,900	100,106	19,500	4,500	-	-	-	-	5,000	5
Hanel Lower Mill		32,400	32,400	26,265	62,000	62,000	5,935	1,501,700	1,040,200	222,197	140,800	140,800	132,863	(461,500)	1
		309,800	309,800	268,417	797,400	842,400	678,845	1,815,400	1,308,900	282,313	285,800	285,800	132,863	(461,500)	
<i>Commercial Facilities</i>															
State (DMV) Office Bldg	501	23,900	27,400	24,247	33,000	33,000	27,347	20,000	20,000	13,352	-	-	-	3,500	6
Marina Office Building	506	37,400	37,400	32,652	39,300	39,300	32,257	29,000	25,500	13,893	-	-	-	(3,500)	6
Port Office Building	502	25,500	23,500	19,923	22,000	24,000	20,990	5,000	5,000	-	-	-	-	-	7
		86,800	88,300	76,823	94,300	96,300	80,595	54,000	50,500	27,244	-	-	-	-	
<i>Waterfront Industrial Land</i>															
	300/301														
		45,400	45,400	39,879	89,500	68,500	32,173	235,000	235,000	-	-	-	-	(21,000)	8
<i>Waterfront Recreation</i>															
Eventsite	402	147,600	147,600	79,220	38,000	38,000	32,576	60,000	60,000	35,241	-	-	-	-	
Hook and Spit	306/505	48,700	48,700	38,090	11,000	32,000	25,923	30,000	25,000	1,524	-	-	-	16,000	8,9
Marina Park	504	167,900	167,900	138,598	69,400	74,400	66,015	35,000	35,000	30,639	-	-	-	5,000	9
		364,200	364,200	255,909	118,400	144,400	124,514	125,000	120,000	67,404	-	-	-	21,000	
<i>Marina</i>															
	503	138,100	140,100	123,200	85,500	95,500	81,707	108,000	96,000	45,924	100,350	100,350	96,896	-	10
<i>Airport</i>															
	600	85,500	89,000	77,226	137,300	187,300	162,941	2,336,900	2,283,400	272,962	68,300	68,300	-	-	11
<i>Administration</i>															
<i>Maintenance</i>															
		32,200	32,200	3,490	117,500	117,500	62,318	20,000	20,000	14,786	-	-	-	-	
		1,872,800	1,879,800	1,542,012	2,047,400	2,284,900	1,837,664	5,120,400	4,875,900	1,335,956	454,450	454,450	229,760	-	
			7,000			237,500			(244,500)						
<i>Bridge Repair & Replacement Fund</i>															
		40,800	42,800	36,028	292,500	290,500	100,173	1,969,500	1,969,500	303,501	858,000	858,000	689,621	-	12
<i>General Fund</i>															
		110,600	110,600	86,124	428,800	428,800	253,119	-	-	-	-	-	-	-	

Notes to Budget Adjustments:

- Changes to Appropriations to Cost Center**
- Increase M&S by \$125,500, for \$43000 for Kapsch support service, \$50500 tag inventory, \$32000 for ec tags. Increase Bridge CIP by \$336000 for Kapsch IDRS/Readers and IT Infrastructure from Lower Mills CIP that is being deferred.
 - Increase Maritime M&S by \$3000 from CIP due to winter maintenance.
 - Increase Halyard M&S by \$11000 for higher utilities and \$30000 for CIP HVAC. Transfer \$41000 from Jensen CIP for roof repair deferred for next year.
 - Increase Expo Center M&S by \$11000 since no budget was included due to sale that was to occur earlier in the year. Maritime CIP will cover the legal costs for this variance.
 - Increase Wasco M&S by \$5000 for electronic door system, \$5000 for utilities and \$10000 for IT room change.
 - Increase DMV Bldg Personnel Services by \$3500 due to additional labor during the winter. Marina Office Bldg CIP for TI is deferred and budget will be reduced.
 - Increase Port Building Personnel Services by \$2000 from M&S due to additional labor during the winter.
 - Transfer M&S budget of \$21000 from Waterfront Land to Nichols M&S due to having Nichols being its own cost center.
 - Increase Marina Park M&S budget by \$5000 from Hook CIP that was completed earlier than expected in prior year.
 - Transfer \$12000 from Marina CIP to PS in amount of \$2000 and M&S \$10000 due to electrical work that is non-capitalizable.
 - Transfer from Airport CIP \$53500 to PS of \$3500 and M&S of \$5000 for additional labor during the winter and legal work for wetland mitigation and airport FBO agreements. Major portion of South taxiway delayed due to environmental assessment.
 - Transfer \$2000 from Bridge R&R fund M&S to PS for additional labor work during the year.

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Commission Memo

Prepared by: Genevieve Scholl
Date: June 27, 2017
Re: Legislative Advocacy 2017-18



Summit Strategies, LLC

The Port has long contracted with the core team of Summit Strategies LLC (“Summit”) for federal advocacy on Port priorities as well as limited advocacy on the state level. Summit’s efforts in recent years have yielded a favorable amendment in the FAST Act of 2015, broad support for the Port’s pending application for FASTLane grant funding, and increased awareness of the critical need to replace the bridge by 2015. With delays in grant timelines resulting from the transition to a new administration and anticipated project criteria changes that may prompt a “re-do” of the whole application, it will be critical in the next year to continue this strong advocacy record in Washington D.C. Hal Heimstra, principal partner at Summit and the Port’s main representative, will continue to maintain long standing relationship with congressional staff while developing new partnerships with administrative and agency heads related to highway infrastructure, bridges, rural economic development, and P3 partnerships for infrastructure.

Staff recommends the Port initiate a 12-month contract with Summit Strategies for federal advocacy with a \$5,000 monthly retainer from the Port and a \$1,500 monthly retainer from the County. A draft contract, scope of work, and IGA with Hood River County are attached.

Thorn Run

Thorn Run partners has proven an exceptional partner during the 2017 legislative session in Salem, guiding two bills on the Port’s behalf through committee and legal counsel review while working tirelessly to anticipate and address all amendments or challenges along the way. HB 2749 is now included in the draft transportation funding package and HB 2750 is expected to move to the floor with a do pass recommendation shortly.

Depending on the final fate of both of these bills, Thorn Run’s continued representation in Salem will be crucial to the implementation of Port goals. Staff recommends a modified contract going forward, with a modulating budget dependent on anticipated work load relative to the legislative calendar.

RECOMMENDATIONS:

1. Approve contract with Summit Strategies, LLC for federal advocacy services not to exceed \$78,000 plus reasonable reimbursable expenses, subject to legal counsel review.

2. Approve Intergovernmental Agreement with Hood River County for advocacy services performed by Summit Strategies, subject to legal counsel review.
3. Approve Contract with Thorn Run Partners for state advocacy services not to exceed \$42,504 plus reasonable reimbursable expenses, subject to legal counsel review.

PORT OF HOOD RIVER PERSONAL SERVICES CONTRACT

This agreement is between the **Port of Hood River**, an Oregon Municipal Corporation ("Port") and, Summit Strategies Government Affairs LLC ("Contractor").

For mutual consideration, Port and Contractor AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Contractor shall furnish at its own expense, all labor, services, material and work for the completion of the work described in this contract, and as set out in Exhibit A attached to this contract. Exhibit A reflects the Scope of Services for **providing general Government Affairs Representation on behalf of the Port of Hood River and Hood River County.**
2. **TIME OF PERFORMANCE.** Contractor shall commence performance of this contract upon execution of the contract by both parties and Contractor's compliance with the insurance requirements set forth in paragraph 4 below. This contract shall be for the period July 1, 2017 through June 30, 2018.
3. **PAYMENT.** Port agrees to pay Contractor a monthly retainer in the amount of **\$6,500*** for professional services and satisfactory completion of the work.

The Port will reimburse Contractor for reasonable expenses for travel, lodging, meals, communication, postage, and printing associated with the contract.

4. **INSURANCE.** Contractor shall provide and maintain at its expense professional liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident or occurrence.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Port.

5. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including those on Exhibit B which is attached hereto and by this reference made a part hereof.

6. INDEMNITY. Contractor shall defend, save and hold harmless the Port, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.
7. OWNERSHIP OF WORK PRODUCT. All work products of the Contractor which result from this contract are the exclusive property of the Port.
8. NONDISCRIMINATION. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
9. SUCCESSORS IN INTEREST. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
10. FORCE MAJEURE. Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.
11. SEVERABILITY. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
12. ACCESS TO RECORDS. The Port and its duly authorized representative shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcript.
13. TERMINATION. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person. The Port may terminate this contract effective upon delivery of written notice to the Contractor or at such later date as may be established by the Port under any of the following conditions:
- (i) If the Port funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

(ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

(iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

14. EXTRA WORK AND MATERIALS. Contractor shall do any work and furnish any materials not specifically provided for and which may be found necessary or advisable for the proper completion of the work or the purposes thereof. In no case shall any such work or materials in excess of the amount stated in this contract be paid for by Port unless ordered by Port in writing as a change order. Then payment will only be made when an itemized claim therefore is presented to Port for allowance at the close of the phase of work in which the same has been done or furnished. Otherwise, all claims for such work or materials shall be absolutely waived by Contractor, and Port shall not be required to allow payment for the same or any part thereof.

15. ACCEPTANCE OF WORK. No act of Port or any representative of Port directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a written acceptance there, issued by Port. Contractor's acceptance of any such payment shall be deemed full payment and settlement of all claims of account of work done for the work under this contract. Prior to final payment, Contractor agrees to certify that all claims for materials provided or labor performed have been paid by Contractor in full. No waiver of any breach of this contract by Port or anyone acting on its behalf shall be held as a waiver of any other subsequent breach. Any remedy provided herein shall be taken as cumulative

16. SUBCONTRACTORS. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the Port.

17. WRITTEN PROVISIONS. The written provisions of this contract shall supersede all prior verbal statements of any officer or other representative of Port, and such statements shall not be effective or by construed as entering into or forming a part of, or altering in any manner this contract or the contract documents. Contractor's oral explanations and representation to Port prior to entering into this contract have been a material inducement to Port to enter into this

contract. Contractor shall be bound to perform the contract work in accordance with oral representations, to the extent not included in this written contract, in addition to all of the written provisions of this contract.

18. **NON-WAIVER.** Failure by Port at any time to require strict performance by Contractor of any provision of this contract shall in no way affect the Port's rights hereunder to enforce the provision, nor shall any waiver by Port of any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.

19. **LEGAL ACTION.** In the event of any suit, action or proceeding relating to any rights, duties or liabilities arising hereunder, the prevailing party shall be entitled to recover such sums as an arbitrator (if arbitration is agreed to by both parties), or a court, including any appellate court, may judge reasonable attorney fees in addition to any costs of arbitration, or costs and disbursements provided by statutes in any legal action.

This agreement is entered into between the parties, by a person who has been duly authorized to sign for each party, on this _____ day of _____, 2017.

PORT OF HOOD RIVER

**SUMMIT STRATEGIES
GOVERNMENT AFFAIRS, LLC**

BY: _____
Michael McElwee

BY: _____
Hal Hiemstra

Executive Director

Partner

*Monthly Retainer Payment Allocations:	
Port of Hood River Government Affairs Services	= \$5,000 (monthly)
County of Hood River (Federal Lobbying) (Matter 5)	= \$1,500 (monthly)
Total	= <u>\$6,500</u> (monthly)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF HOOD RIVER AND
PORT OF HOOD RIVER**

1. WHEREAS, the County of Hood River and Port of Hood River hereinafter called "Participants" find it in their mutual interest to jointly maintain an effort to seek federal funding and other federal legislative actions to develop infrastructure and impact federal activity in Hood River County.

2. WHEREAS, the Participants to this Agreement desire to retain the professional services of Summit Strategies Government Affairs LLC (Summit Strategies) to coordinate local government requests for federal assistance and action on behalf of their interests. The Participants agree that the Scope of Work in Exhibit A, attached hereto, shall be the basis for Summit Strategies work scope for professional services.

Nothing in this Agreement shall prevent the Participants from modifying the Scope of Work from time to time as may be mutually agreed upon.

3. Participants agree to contribute the following monthly retainers for the period July 1, 2017 through June 30, 2018.

Port of Hood River	\$5,000 monthly (plus expenses)
County of Hood River	\$1,500 monthly (inclusive of expenses)

4. Summit Strategies will track all of its work by separate "matters" for each participant to this agreement and provide monthly summaries by matter, reflecting the activities Summit Strategies worked on each matter. In cases where Summit Strategies work applies equally to both participants, Summit Strategies will evenly allocate its work across matters relating to each participant. Matters 1 (federal) and 6 (state) will reflect work specifically performed for the Port of Hood River, Matter 5 will reflect work specifically performed for Hood River County, and Matter 7 will reflect work specifically related to One Gorge Coalition activities at the state level.

5. For administrative purposes the Participants agree that the Port of Hood River will administer the contract with Summit Strategies. Administration will include collecting monthly payments from Participants, remittance to Summit Strategies, distribute communication and reports, and schedule any necessary meetings.

6. Nothing in this Agreement shall prevent any Participant from contracting directly with Summit Strategies for any additional services.

7. This Agreement shall be for the period July 1, 2017 through June 30, 2018. Any Participant may withdraw from this Agreement with ninety (90) days' written notice to the other Participants.

SIGNED this ____ day of _____, 2017.

BY: _____
For Port of Hood River

BY: _____
For County of Hood River

Exhibit A
GENERAL SCOPE OF WORK
Summit Strategies Federal Representation
For
Port of Hood River and Hood River County

The following is a list of issues Summit Strategies Government Affairs LLC (Contractor) will pursue on behalf of the Port of Hood River and Hood River County – the two jurisdictions that are party to this Intergovernmental Agreement. The Participants acknowledge that the priorities in this Exhibit will be determined collectively by the parties to this Agreement. Participants acknowledge that additions and/or deletions of priorities, either recommended by parties to this Agreement or dictated by pending legislation or federal funding opportunities, may be made from time-to-time, and that Participants agree to meet at least semi-annually to review any proposed modifications to this Scope of Work.

Matter 1: General Representation. Contractor will periodically prepare position papers and Congressional updates on issues of importance to the Port and the County, and include within those papers or updates, recommendations about ways the Commission or Commissioners can best share their perspectives with Members of Congress or the State Legislature (e.g. letters to Congress or personal visits with Members of Congress or the State Legislature or their staff). Contractor will also be available to periodically meet with Port and County Commissioners for in-person briefings and to answer questions about progress on advancing Port and County matters outlined below

Federal Government Affairs Priorities

Matter 2: Federal Transportation Policy (PORT).

Bridge and Surface Transportation: Congress and the Trump Administration have announced plans to introduce significant infrastructure legislation sometime during the period covered by this contract. The Administration will also continue to implement the FAST Act during the period covered by this contract. Contractor will advise the Port and the County about funding opportunities which may be made available through either of these efforts and advocate for Port and County interests with Congress and the Administration. In particular, Contractor will continue to advocate for FASTLANE grant funding for replacement of the Hood River Interstate Toll Bridge, and seek to have the bridge replacement project identified as a priority project in any infrastructure package passed by Congress during the contract period. Contractor will work with relevant Oregon and Washington Congressional delegation Members and appropriate transportation committee staff and Members to advance language in Congress and/or seek their support for discretionary grant funding made available by the Administration. Contractor will seek out grant/funding opportunities for weigh-in-motion, interstate transponder reciprocity and other infrastructure enhancements which will facilitate toll bridge operation.

Aviation: Contractor will also assist the Port with wetland mitigation and airport improvement efforts being undertaken at the Ken Jernstedt Airfield in Hood River, Oregon.

Contractor will work with the FAA and the Congressional delegation to secure FAA approval for projects now underway at the airport.

Matter 3: Federal Water Resources Development Act (PORT). Contractor will monitor Congressional action on the reauthorization of the Water Resources and Reform Development Act in 2017-2018, and be available to assist the Port on issues that might arise between the Port and the U.S. Army Corps of Engineers related to Port operations on the Columbia River.

Mater 4: Federal Policy Issues (COUNTY).

Water Policy: Contractor will continue to analyze the withdrawal of federal rulemakings by U.S. EPA on “Waters of the U.S.” and inform the County about same. In addition, Contractor will provide the County with updates on legislative efforts to pass new funding for water and waste water infrastructure funding.

Transportation: Contractor will advocate for highway infrastructure improvements in Hood River County and work to ensure that any infrastructure legislation includes a rural project set-aside for projects in counties such as Hood River County.

Health and Human Services: Contractor will keep the County Administrator informed of Congressional proposals to cut federal funding for Housing Programs, the Public Health Funding, Supplemental Nutrition Assistance Program (SNAP), the Woman, Infants and Children (WIC) Program and related programs, and/or Public Safety programs (including Policing and Juvenile Justice) and represent before Members of Congress the County’s priorities for these programs.

Matter 5: Legislation & Funding Opportunity Monitoring.

- A.** **Federal Timber policy and Secure Rural School Payments (COUNTY).** The most recently passed extension of Secure Rural Schools Act has now expired. Efforts are underway to reauthorize the Act once again. Contractor will keep the County informed of these efforts and any possible funding that would be provided to the County as a result of the Act’s reauthorization. In addition, Contractor will monitor Congressional efforts to pass new funding for forest fire suppression or fuel reduction efforts on federal lands or county owner timber lands adjacent to federal forest holdings.
- B.** **Federal Discretionary Funding (PORT & COUNTY):** Contractor will continue to regularly monitor the federal appropriations process and identify possible opportunities for earmarked funding should Congress consider specific project funding in either the FY168 or FY19 federal appropriation funding cycles. Should such opportunities emerge, Contractor will advise the Port and County of this development. Contractor will also continue to monitor on a regular basis, federal Notices of Funds Availability (NOFA) announcements and bring discretionary grant funding opportunities to the attention of the Port and the County when opportunities reflect Port and County priorities. Contractor will, in

particular, monitor grant opportunities that can advance job training, and economic development in the community.



THORN RUN PARTNERS

610 SW Alder
Suite 800
Portland, Oregon, 97205
800.944.2167
www.thornrun.com

June 21, 2017

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 final passage of HB 2750 in the 2017 Oregon Legislative session.
- Investigate and report to Client on legislative proposals/initiatives advanced by policy makers related to the Hood River Replacement Bridge prior to and during the 2018 session.
- Advise Client on government relations approaches on matters related to implementation of HB 2750. Such matters may include ODOT/Port tolling



THORN RUN PARTNERS

enforcement agreements, Innovative Partnership Implementation Rules and legislative progress reports.

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, 2017 and remain in effect through June 30, 2018. In consideration of described services rendered, Client will pay Consultant a monthly retainer of **\$3,542**. This amount reflects a retainer of \$4,500 in July 2017, \$5,500 in February and March 2018 when the legislature is in session, and \$3,000 other months. 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: June 21, 2017

By:

Name: Michael S. McElwee

Organization: Port of Hood River

Date:

Commission Memo

Prepared by: Michael McElwee
Date: June 27, 2017
Re: Bridge Master Engineering Contract



On June 16, 2015, the Commission approved a master personal services agreement with HDR Engineering (HDR) to carry out various known and as-needed engineering tasks on the bridge.

Through various Task Orders, in FY 16/17 HDR conducted a seismic evaluation, pier concrete assessment, toll system upgrade consulting, and responded to unexpected bridge evaluation needs. HDR has generally performed well on tasks not related to the movable lift span.

Staff is seeking Commission approval to renew the master contract for engineering services now so that HDR is positioned to continue providing services for non-lift span tasks in FY 17/18. Those tasks will be more limited in scope and fee than in prior years.

The primary need is for on-call services which includes both unexpected bridge evaluation needs and the annual update of the 30-year model and four-year work plan. The latter tasks will be of increased importance in FY 17/18 due to the anticipated effort to fully describe the bridge repairs and upgrades associated with a potential toll increase.

The attached contract amendment will extend the contract period for two years.

RECOMMENDATION: Authorize Amendment No. 1 to the contract with HDR Engineering, Inc. for bridge engineering services.

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AMENDMENT NO. 1 TO PERSONAL SERVICES MASTER SERVICE AGREEMENT

WHEREAS:

Port of Hood River and HDR Engineering, Inc. entered into a Personal Services Master Service Agreement dated June 17, 2015 ("Agreement").

The parties desire to amend the Agreement in order to extend the original term of the Agreement for an additional two years and further clarify the limitation of liability arrangements in the Agreement;

NOW, THEREFORE, the parties do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than the sections listed below.

Section 3 shall be replaced with the following:

TERM OF AGREEMENT: The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on June 30, 2019 or when the Services have been completely performed to the Port's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

Section 30 shall be replaced with the following:

LIMITATION OF LIABILITY: IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS REGARDLESS OF THE CAUSE OR THE THEORY OF LIABILITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

Port of Hood River

HDR Engineering, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Commission Memo



Prepared by: Michael McElwee
Date: June 27, 2017
Re: HDR Contract - Task Order No. 1

On June 16, 2015, the Commission approved a master contract with HDR Engineering (HDR) for a variety of bridge engineering tasks.

Task Order No. 1 for On-Call Services which provides HDR technical expertise to assist staff in assessing, analyzing and designing potential repairs and projects associated with the bridge on an as-needed basis. Efforts under this task order will continue to include updates to the 30-year Bridge Longevity Model and preparation of the Four-Year Work Plan that is an important part of the Port's annual budget preparation.

Amendment No. 1 to Task Order No. 1 was authorized in August 16, 2016 to allow for continued HDR On-Call engineering services in FY 2016/17.

Amendment No. 2 to Task Order No. 1 (attached) will allow continued availability of HDR for various known and unexpected tasks during FY 17/18. HDR's services will not include substantive work associated with the lift span.

RECOMMENDATION: Approve Amendment No. 2 to Task Order No. 1 to the master contract with HDR Engineering, Inc. for bridge engineering services not to exceed \$35,000 plus reasonable reimbursable expenses.

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TASK ORDER 01

SCOPE OF SERVICES for ON-CALL ENGINEERING

Amendment No. 2

June 23, 2017

This Task Order Amendment No. 2 pertains to a **Personal Services Master Service Agreement**, (“Agreement”) by and between **Port of Hood River**, (“Port”), and **HDR Engineering, Inc.** (“Consultant”), dated June 17, 2015 (“the Agreement”). Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port of Hood River has prioritized immediate and long-term action plans for the goal of maintaining the safety and functionality of their various infrastructure assets, including the Hood River Bridge crossing the Columbia River. As part of this effort, the Port requires technical expertise to assist their staff in assessing, analyzing, and designing various repairs and projects. This on-call contract will allow the Consultant to provide these services throughout the course of the fiscal year, up to but not over the not-to-exceed amount listed herein. This amendment gives the Port continued access to specialized expertise.

PART 2.0 SCOPE OF SERVICES

Task 1: Technical Services & Professional Advice

The Consultant shall perform any combination of a variety of the following tasks associated with the Port’s facilities only after a specific request made by Port staff:

- Update the short term work plan and long term preservation plan for the Hood River-White Salmon (Columbia River) Bridge; provide alternative preservation plans for with bridge replacement and without bridge replacement outcomes.
- Provide rehabilitation design, plans, and specifications for the north lift-tower portal bracing.
- Provide expert advice on specific issues associated with bridge inspection, maintenance, repair, rehabilitation, and retrofit.
- Provide minor technical engineering design services as it relates to the Port facilities.
- Serve as a Technical Advisor on applications and forms associated with Port project funding, such as STIP applications.
- Present to the Port Commission regarding any of the above mentioned items.
- Attend meetings, workshops, or other events as requested by the Port at the Port’s office in Hood River.
- Other Port requests specific to engineering as agreed to on a limited basis.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, MS Project, and/or PDF format.
- Items listed above are specific to this on-call engineering task. Major professional service items may require a separate Task Order to execute.
- Port will provide existing documents such as plans, reports, and letters stating decisions impacting the task order to aid the Consultant's efforts.
- Expenses for printing, shipping, and travel mileage for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- This on-call Task Order is intended to cover fees and costs not explicitly covered by other Task Orders. The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed budget, after which the Port and Consultant may agree on the need for additional support. All services listed herein may not be part of the services provided up to the not-to-exceed budget.

Deliverables

The following items will be delivered to the Port:

- The format of the deliverable will depend on the specific task but may include technical memoranda, correspondence logs, drawings, calculations, spreadsheets, template documents, or any combination of these.

Task 2: Project Management & Administration

The Consultant will provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide the documents noted above, provide access to Port properties as needed, and be available for mutually agreed upon times for site visits.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2018.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment No. 2 shall be a not-to-exceed amount of \$35,000, increasing the total fees for labor and expenses for this Task Order to \$95,000, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the

project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2017.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: Michael S. McElwee

NAME: David C. Moyano

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 2000 E. Port Marina Drive
Hood River, Oregon 97031

1001 SW 5th Ave
ADDRESS: Suite 1800
Portland, OR 97204

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Commission Memo



Prepared by: Anne Medenbach
Date: June 27, 2017
Re: Griffin Construction – DMV ADA Improvements

The DMV ADA (Americans with Disabilities Act) representative contacted the Port in late May to request that we make some ADA improvements to the building. These improvements are to the asphalt ramp, the door way, and the hand rail. Additional work to an internal closet was also requested. This work needs to be started in 2017 and completed as quickly as possible to fit within their current funding.

Staff worked with Griffin Construction LLC to get pricing and labor to do the work. The total cost is \$31,426. This amount will be reimbursed by the DMV and has been confirmed that they will reimburse the Port for the entire amount even if the work occurs within their new fiscal year.

Because the work needed to be done immediately and as the cost is reimbursed by ODOT, the contract has been executed. Therefore, this is a ratification action.

RECOMMENDATION: Ratify contract with Griffin Construction LLC for remodel work located at 600 E. Port Marina Way, not to exceed \$31,426.00.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
and
Griffin Construction 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 ("Contractor"). The parties agree as follows:

Project Title: 600 E. Port Marina Drive Improvements- DMV ADA improvements and Closet reconfiguration

Purpose: The DMV ADA specialist is requiring that the building located at 600 E. Port Marina Drive, be brought into compliance standards with the Americans with Disabilities Act. John Goeke of the DMV has outlined the work that is to be completed which is attached to this contract. All work will be done in conformance with the Scope of Work as outlined in this contract.

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: Griffin Construction
Contact Person: Matt Hammel
Address: 1411 NW Murphy Court
City, State, ZIP: Prineville, OR 97754
Business Telephone: Fax: (541) 447-7237
Email: math@griffinconstructionllc.com
Oregon CCB License Number: 140758

*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: June 19, 2017
 - b. Anticipated Final Completion Date: ~~June 30, 2017~~ ¹⁸⁹ July 14, 2017
 - c. "Work Time In Calendar Days": NA
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 E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor's Response to Quotation

Exhibit H – W-9 Taxpayer Identification Number and Certification
 Exhibit I – ORS Chapter 279C Standard Terms for Public Works
 Exhibit J – ORS Chapter 279B Standard Terms
 Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

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

Contractor shall pay to the Port the amount of the reasonable excess.

- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to 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 receipt 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.110: 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 812, 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.
 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.

- 21. **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:

Sam Griffin
Contractor's Signature

Owner
Contractor's Title

Sam Griffin
Contractor's Printed Name

6/21/2017
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)

Micheal McElwee
Micheal McElwee, Executive Director

Date 6/22/17

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF
HOOD RIVER, OREGON****STATEMENT OF WORK, COMPENSATION, PAYMENT****CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:**

1. Relocation of storefront door to account for 5x5 ADA landing:
 - a. Remove existing entrance door, frame and sideline
 - b. Re-install entrance door, door frame, cut down sideline frame and reinstall
 - c. Glass replacement in sidelite to be ¼" clear tempered, mono, sealed
 - d. Repair and finishing of the door area, painting to be completed by Port.
 - e. Door hardware is not included.
2. Curb transition to parking lot:
 - a. Demolish existing asphalt ramp
 - b. Form, place, broom finish new concrete ramp off of the side walk per ADA
 - c. Install ADA mats at the bottom of the ramp
3. Install steel handrail with returns on both sides of the ramp
 - a. Remove and dispose of any material on the existing railing that need to be removed
4. Install 4" painted wood toe kick on both sides of the concrete ramp
5. Install striping and signage per provided mark up sheet (see attached)
6. Remodel the interior janitorial closet
 - a. Demolish and dispose of existing door
 - b. Remove and dispose of shelving
 - c. Case 30' of wall with MDF board
 - d. No drywall patchbacks or painting included
 - e. Unforeseen conditions are not included

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: \$ 31, 426

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:

Griffin Construction LLC
1411 NW Murphy Ct
Prineville, OR 97754

**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.

Signature: *Sam Hoff* Title: *Owner* Date: *6/21/2017*

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature: *Sam Hoff* Date: *6/21/2017*

EXHIBIT NOT APPLICABLE

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE REQUIREMENTS.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

 EXHIBIT
NOT APPLICABLE

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

STANDARD ORS CHAPTER 279C PUBLIC WORKS
CONTRACT TERMS

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port . Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

EXHIBIT
 NOT APPLICABLESMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGONSTANDARD 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, Port, municipality, 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 316.167.
3. **Recycling:** If the contract involves for 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 656.017 (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 K
 NOT APPLICABLESMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGONSTANDARD ORS CHAPTER 279C PUBLIC
IMPROVEMENT CONTRACT TERMS

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.

- b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

Commission Memo



Prepared by: Anne Medenbach
Date: June 27, 2017
Re: Disadvantaged Business Enterprise Program

As part of our FAA grant obligations, the Port must have a Disadvantaged Business Enterprise (DBE) program in place to ensure that these businesses have equal opportunity to bid on federal projects. Recipients of FAA grant funds are required to adopt a DBE program and the goals associated with it every 3 years. Many GA airports are behind in adoption of their DBA goals programs.

Attached are the program and goals for 2015-17 and for 2018-20. The program remains unchanged between the two, but the goals change slightly for 2018-20.

In summary, the program requires the Port to set a goal every three years for DBE participation based on the amount of DBE's in a four county area. The Port cannot by law require that a general contractor hire DBE's, nor are there consequences to the Port for not meeting the goals. However, the Port must document annually the efforts made to meet the goals and changes needed to better meet the goals. The four county area includes Multnomah and Clackamas counties. The goals for 2018-20 will be due in September, the Port may want to change the goal to reflect the rural nature of our County and reduce the geographic area to Hood River and Wasco Counties. This would change the percent requirement to about 5%.

To demonstrate compliance, the Commission will need to approve the attached resolutions. Upon approval, staff will issue a public notice opening the 30 day comment period. The 2015-17 goals and program are due August 1, 2017.

General Counsel has reviewed the goals and program and conferred with Century West, who drafted and formulated them with the assistance of Port staff. Those review comments are attached.

RECOMMENDATION: Approve Resolution 2016-17-7 adopting the Disadvantaged Business Enterprise goals for 2015-2017.

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Ken Jernstedt Airfield FY 2017 DBE Program

Prepared for:



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

Prepared by:



5331 SW Macadam Ave., Suite 207
Portland, Oregon 97239
Phone: (503) 419-2130

May 2017

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The *Port of Hood River*, owner of *Ken Jernstedt Airfield* has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *Port of Hood River* has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the *Port of Hood River* has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the *Port of Hood River* to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Anne Medenbach, *Port of Hood River Development and Property Manager* has been delegated as the DBE Liaison Officer. In that capacity, *Anne Medenbach* is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the *Port of Hood River* in its financial assistance agreements with the Department of Transportation.

The *Port of Hood River* has disseminated this policy statement to the *Port of Hood River Commissioners* and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The distribution was accomplished by posting a link on the *Port of Hood River's website*.

Michael McElwee, Port of Hood River Executive Director

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The *Port of Hood River* is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The *Port of Hood River* will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The *Port of Hood River* will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the *Port of Hood River* will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

We will report DBE participation to DOT/FAA as follows:

We will transmit to FAA annually on December 1, the “Uniform Report of DBE Awards or Commitments and Payments” form, found in Appendix B to this part. We will also report the DBE contractor firm information either on the FAA DBE Contractor’s Form or other similar format. We will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2017 reports due December 1, 2017.

Bidders List: 26.11(c)

The *Port of Hood River* will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

We will collect this information in the following ways: *Inclusion of a Bidder's List in the project bidding documents. A copy of the proposed list is included in **Attachment 3**.*

Section 26.13 Federal Financial Assistance Agreement

The *Port of Hood River* has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement the *Port of Hood River* signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The *Port of Hood River* shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The *Port of Hood River* shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The *Port of Hood River's* DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the *Port of Hood River* of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 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 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: 26.13b –The *Port of Hood River* will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the *Port of Hood River* deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2)

Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The *Port of Hood River* is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Anne Medenbach
Development and Property Manager
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-5116
amedenbach@portofhoodriver.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the *Port of Hood River* complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the *Port Commissioners* concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of *Port Attorney and the Airport Engineer of record* to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the *Port of Hood River's* progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO\governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Acts as liaison to the Uniform Certification Process.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the agency's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the *Port of Hood River* to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

An effort to identify DBE financial institutions is included in the goal calculation included in **Attachment 5**. No DBE financial institutions were identified in the Oregon State.

Section 26.29 Prompt Payment Mechanisms

Port of Hood River has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. We will use one of the following methods to comply with this requirement:

Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

The *Port of Hood River* will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by *Port of Hood River*. When the *Port of Hood River* has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The *Port of Hood River* will provide appropriate means to enforce the requirements of this section. These means include:

- Contract provisions included in bidding documents

The *Port of Hood River* will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the *Port of Hood River*. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Port of Hood River. This clause applies to both DBE and non-DBE subcontractors.

The *Port of Hood River* has also established, as part of our DBE program, the following mechanisms to ensure prompt payment:

- Contract language, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid. A description of Prompt Payment is described in the Instructions to Bidders section of the Contract Documents.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the *Port of Hood River* or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE

subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Section 26.31 Directory

Port of Hood River uses the State of Oregon DBE directory, maintained by the State.

The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The state UCP revises the Directory *daily*. We make the Directory available by listing the website where interested persons may access the Directory. The Directory may be found at in **Attachment 4**.

Section 26.33 Over-concentration

The *Port of Hood River* has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

Port of Hood River has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

Port of Hood River will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment 7** lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of

modification to the contract) is actually performed by the DBEs to which the work was committed.

4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by *subcontractor verification through onsite construction observation, review of letter of intent commitments submitted by the prime contractor, and requests of statement of final amounts paid to DBE subcontractors at project closeout.*
5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Section 26.39 Fostering small business participation.

Port of Hood River has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

Port of Hood River small business element is incorporated as **Attachment 10** to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Port of Hood River does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

Port of Hood River will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the *Port of Hood River* will submit its Overall Three-year DBE Goal to FAA by August 1, as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Non-Primary (GAs, Relievers and State DOTs)	New England, Northwest Mountain, & Southern	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the *Port of Hood River* does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the *Port of Hood River* will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

(c) Step 1. The first step is to determine the relative availability of DBEs in the market area, "base figure". We will use the *DBE Directories and Census Bureau Data* as a method to determine our base figure. The second step is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

If we use a bidders list, we will do the following: Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quotes by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT-assisted contracts.

Any methodology we choose will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. We understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section (above), is not an acceptable alternative means of determining the availability of DBEs.

(d) Step 2. Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

26.45 (g)(1) In establishing the overall goal, the *Port of Hood River* will provide for consultation and publication. This includes consultation with minority, women's and

general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the *Port of Hood River* efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the *Port of Hood River's* goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. We will document in our goal submission the consultation process that we engaged in. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

In addition, the *Port of Hood River* will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1. The notice will be posted on our official internet web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official internet web site. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the *Port of Hood River* and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1st deadline.**

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT.

Section 26.45 (e) - Project Goals

If permitted or required by the FAA Administrator we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project

goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrent

The *Port of Hood River* understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to meet overall goals.

The *Port of Hood River* will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the *Port of Hood River* awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;
- (3) The *Port of Hood River* will submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c) (1) and (2) of this section to the FAA for approval.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

(a) The *Port of Hood River* will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

Section 26.51(d-g) Contract Goals

The *Port of Hood River* will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of *the total amount of a DOT-assisted contract*.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

Anne Medenbach is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

In our solicitations for DOT/FAA-assisted contracts for which a contract goal has been established, we will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;

- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:
- (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) We will require that the bidder/offeror present the information required by paragraph (b)(2) of this section:

Under sealed bid procedures, as a matter of *responsiveness*, or with initial proposals, under contract negotiation procedures;

Administrative reconsideration (26.53(d))

Within 5 business days of being informed by the *Port of Hood River* that it is not *responsive* because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Anne Medenbach
Development and Property Manager
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-5116
amedenbach@portofhoodriver.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity

to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedures in situations when there are contract goals (26.53(f)(g))

We will include in each prime contract a provision stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph 26.53(f); and

That, unless our consent is provided under this paragraph 26.53(f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

We will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without our prior written consent. This includes, but not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1,200 or applicable state law;
- (6) We have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE 5 days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The *Port of Hood River* will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a

written determination to the contractor stating whether or not good faith efforts have been demonstrated.

We will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that we deem appropriate if the prime contractor fails to comply with the requirements of this section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of *Port of Hood River* to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **14.6 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals, except as provided for in 26.87(j).

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The *Port of Hood River* will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Michael McElwee
Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645
mmcelwee@portofhoodriver.com

Our certification application forms and documentation requirements are found in **Attachment 8** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The *Port of Hood River* is the member of a Unified Certification Program (UCP) administered by Oregon State. The UCP will meet all of the requirements of this section. *A copy of the application is included in Attachment 9.*

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The *Port of Hood River*, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.

ATTACHMENTS

- Attachment 1 Regulations: 49 CFR Part 26 or website link
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory or link to DBE Directory
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application Form
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

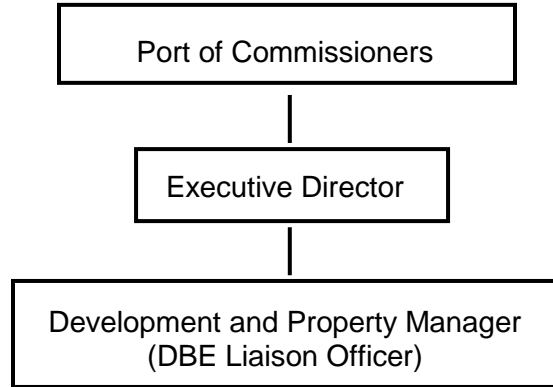
ATTACHMENT 1

Regulations: 49 CFR Part 26, or link to website

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3
Bidder's List Collection Form

(SAMPLE BIDDERS LIST COLLECTION FORM)

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4

Oregon DBE Directory or web link to DBE directory

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

ATTACHMENT 5Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Port of Hood River, owner of Ken Jernstedt Airfield

Goal Period: FY-2017 – October 1, 2016 through September 30, 2017

DOT-assisted contract amount: **FY-2017** **\$1,212,490**

Overall One-Year Goal: *14.6%, to be accomplished through 0% RC and 14.6% RN*

Total dollar amount to be expended on DBE's: \$177,024

Describe the Number and Type of Contracts that the airport anticipates awarding:

Contracts Fiscal Year 2017

1. *Taxiway (South) Extension & Apron Rehabilitation \$1,212,490*

Market Area: *The market area includes nearby counties where previous contractors had performed work at the Airport and nearby counties with available subcontractors were available to perform work including Hood River, Clackamas, Wasco, and Multnomah County*

Step 1. 26.45(c) Actual relative availability of DBE's

The base figure for the relative availability was calculated as follows:

Fiscal Year #1 (2017)		Hood River County		Other Counties		Overall		
NAICS	Description	DBE Firms	All Firms	DBE Firms	All Firms	DBE Firms	All Firms	Base Figure
541330	Engineering Services	1	13	(M) 9 (C) 2 (W) 0	(M) 191 (C) 92 (W) 2	12	298	4.0%
237310	HWY, Street, and Bridge Construction	0	0	(M) 18 (C) 11 (W) 0	(M) 13 (C) 27 (W) 2	29	42	69.0%
238910	Site Preparation	0	7	(M) 16 (C) 10 (W) 0	(M) 41 (C) 75 (W) 3	26	126	20.6%
484220	Trucking	0	5	(M) 12 (C) 4 (W) 0	(M) 36 (C) 50 (W) 2	16	93	17.2%
541380	Materials Testing	0	2	(M) 3 (C) 0 (W) 0	(M) 21 (C) 13 (W) 0	3	36	8.3%
541370	Surveying and Mapping	0	5	(M) 4 (C) 2 (W) 0	(M) 18 (C) 13 (W) 0	6	36	16.6%
Totals		1	32	91	599	92	631	14.6%

(M) Multnomah County (W) Wasco County (C) Clackamas County

Base figure = (92/631) = 14.6% of all firms ready, willing and able.

The data source or demonstrable evidence used to derive the numerator was:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=8351&TN=oregon4biz>

The data source or demonstrable evidence used to derive the denominator was:

<http://www.census.gov/econ/cbp/index.html>

Step 2. 26.45(d): Adjustments to Step 1 base figure.

The Airport is adopting its Step 1 base figure as its overall goal for this one-year goal period.

Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation. 26.51(b) (1-9)

The recipient will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
3. Encouraging small businesses interested in federal contracting opportunities to seek out supportive services to develop and improve immediate and long-term business

- management, record keeping, and financial and accounting capability through Business Oregon;
4. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
 5. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;

*The recipient estimates that in meeting its overall goal **14.6%**, it will obtain **14.6%** from RN participation and **0%** through RC measures.*

This breakout is based on:

*The Port of Hood River does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, we are applying the entire goal of **14.6 percent** to **race-neutral** participation.*

The Port of Hood River will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

The Port of Hood River submits its overall DBE one-year goal to DOT on August 1 as required by the set schedule.

In establishing the overall goal, *Port of Hood River* provided for consultation and publication. This included consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the *Port of Hood River's* efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the *Port of Hood River's* goal setting process, and it occurred before we were required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

The *Port of Hood River* submits its overall DBE one-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the *Port of Hood River* consulted with the Oregon Association of Minority Entrepreneurs, Oregon-Columbia Chapter of the Associated General Contractors, and Oregon Department of Transportation (DOT), without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the *Port of Hood River's* efforts to establish a level playing field for the participation of DBEs

Following the consultation, we published a notice in the ***Hood River News*** of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport administration building for 30 days following the date of the notice, and informing the public that the *Port of Hood River* and DOT will accept comments on the goals for 30 days from the date of the notice

The following comments were received: [discuss comments].

OR

No comments have been received.

PUBLIC NOTICE

The *Port of Hood River* hereby announces its fiscal year 2017 goal of **14.6%** for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at *Port of Hood River Office, 1000 E. Port Marina Drive, Hood River, OR 97031* for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Anne Medenbach
Development and Property Manager
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-5116
amedenbach@portofhoodriver.com

AND

Federal Aviation Administration Western Pacific Regional Office
Office of Civil Rights Staff
Dolores Leyva
P.O. Box 92007, AWP-9
Los Angeles, CA 90009-2007

Contract Goals

The *Port of Hood River* will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

The *Port of Hood River* will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By: _____

Date: _____

(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The *Port of Hood River* has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to *Oregon State Codes*;

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8
DBE Certification Application Form
(New form October 2, 2014)

<https://www.transportation.gov/sites/dot.gov/files/docs/New%20DBE%20Certification%20Application%2011-18-2014.pdf>

ATTACHMENT 9
State's UCP Agreement

<http://www.oregon4biz.com/How-We-Can-Help/COBID/DBE/>

ATTACHMENT 10

Small Business Element

1. Objective/Strategies

[AM1] (1) In multi-year design-build contracts or other large contracts requiring bidders on the prime contract, we will specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

(2) On prime contracts not having DBE contract goals, we will require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(3) To meet the portion of our overall goal through race-neutral measures, we will ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

2. Definition of Small Business

For purposes of this program, “small business” or “small business concern” will be defined as set forth in 49 CFR 26.5, which as of March 2012 is:

“... a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).”

3. Verification

The Port of Hood River will diligently attempt to minimize fraud and abuse in the Small Business Element of its DBE program by verifying program eligibility of firms.

4. Monitoring/Record Keeping

The Port of Hood River will maintain and monitor the records for the Small Business Element and be able to provide those records if requested.

5. Implementation Timeline

Implementation will occur within 6 months of FAA’s approval.

6. Assurance

The Port of Hood River will provide the following assurances:

1. assurance that the program is authorized under state law;
2. assurance that certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. [AM2] assurance that there are no limits on the number of contracts awarded to firms participating in the program but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
4. [AM3] assurance that the program is open to small businesses regardless of their location (i.e., that there is no local or other geographic preference).

PORT OF HOOD RIVER RESOLUTION No. 2016-17-7

RESOLUTION TO ADOPT 2017 DISADVANTAGED BUSINESS ENTITY (“DBE”) PROGRAM

WHEREAS, the Port of Hood River (“Port”) owns and manages the Ken Jernstedt Airfield (“Airport”); and,

WHEREAS, the Port must comply with Department of Transportation DBE program requirements at 49 CFR 26 in order to receive federal funding for Federal Aviation Agency (“FAA”) financed projects; and

WHEREAS, the Port is currently seeking FAA funding for an Airport project;

THEREFORE IT IS RESOLVED THAT:

The Port hereby adopts the 2017 DBE Program prepared by Century West Engineering (“Port DBE Program”), ratifies staff actions previously taken to implement the Port DBE Program and directs staff to take additional actions for the implementation and administration of the Port DBE Program, including publishing notice on the Port’s website and submitting the program and compliance reports to the FAA by required timelines.

ADOPTED BY THE BOARD OF COMMISSIONERS on June 27, 2017

Brian Shortt, Commission President

Fred Duckwall, Vice President

Jon Davies, Secretary

Rich McBride, Treasurer

Hoby Streich, Commissioner