



PORT OF HOOD RIVER COMMISSION
REGULAR MEETING AGENDA
Tuesday, May 2, 2023
Port of Hood River Conference Room
1000 E. Port Marina Drive, Hood River

1. **Call to Order** – immediately upon adjournment of the Budget Committee Meeting
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per topic, 30 minutes maximum total)

2. **Consent Agenda**
 - a. Approve Minutes from April 18, 2023 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve Amendment No. 1 to Lease with Gorge Paddling Center LLC at the Nichols Basin (*Daryl Stafford, Page 7*)
 - c. Nominate Commissioner Michael Fox to Serve on the Hood River White Salmon Bridge Authority (*Kevin Greenwood, Page 11*)
 - d. Approve Amendment No. 4 to IGA with ODOT for Consultation Services Related to Bridge Replacement (*Michael Shannon, Page 17*)
 - e. Approve Amendments to Master Services Agreement with HDR Engineering for Engineering Services Related to the Bridge (*John Mann, Page 23*)
 - f. Approve Purchase of Debt Book Software in the Amount of \$15,000 (*Debbie Smith-Wagar, Page 35*)
 - g. Approve Accounts Payable to Campbell Phillips in the Amount of \$22,322.50 (*Debbie Smith-Wagar, Page 51*)

3. **Informational Reports**
 - a. Bridge Replacement Project Update (*Michael Shannon, Page 55*)

4. **Presentations & Discussion Items**

5. **Executive Director Report** (*Kevin Greenwood, Page 65*)

6. **Commissioner, Committee Reports**

7. **Action Items (None)**

8. **Commission Call**

9. **Confirmation of Commission Directives to Staff**

10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel

regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

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.*

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

Regular Session

PRESENT: Commissioners: Ben Sheppard, Kristi Chapman (arrived at 5:24 p.m.), Mike Fox, and Heather Gehring. **Legal Counsel:** Kristen Campbell, and Joanna Lyons-Antley (via Zoom) **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Daryl Stafford, John Mann, Greg Hagbery, Ryan Klapprich, and Patty Rosas. **HNTB:** Michael Shannon (via Zoom), and Kary Witt (via Zoom). **Guests:** Sherry Bohn, Joe Hampton, Claudia Munk-von Flotow, Andreas von Flotow, and Brian Prange.

ABSENT: Hoby Streich

MEDIA: None

1. CALL TO ORDER: President Ben Sheppard called the meeting to order at 5:01 p.m.

a. **Modifications or additions to the agenda:**

- 1) Remove Action Item 7(b) – Approve Resolution 2022-23-12
- 2) Add Action Item 7(e) – Authorize Contract for Underwater Pier Repair
- 3) Add Action Item 7(f) – Approve Resolution 2022-23-14

b. **Public Comment:** Sherry Bohn, Hood River Outrigger Canoe Club (HROCC), summarized recent goals and accomplishments for the HROCC. Bohn emphasized the importance of having a permanent location for their operations and requested that the Port of Hood River (“Port”) keep HROCC in their development discussions. Commissioner Mike Fox commented that Michael Shannon is a key contact and encouraged Bohn to reach out to him.

2. CONSENT AGENDA:

- a. Approve Minutes from April 4, 2023 Regular Session
- b. Approve Safekeeping Agreement with Stifel, Nicolaus & Company
- c. Approve Addendum No. 2 to Lease with Wolf Ceramics in the Big 7 Building
- d. Approve Accounts Payable to Motschenbacher & Blattner LLP in the Amount of \$8,282.50

Motion: Approve consent agenda

Move: Heather Gehring

Second: Mike Fox

Discussion: None

Vote: **Aye:** Ben Sheppard, Mike Fox, and Heather Gehring

Absent: Kristi Chapman, Hoby Streich

MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Wire Ropes Replacement Project Update** – Joe Hampton, Hamilton Construction, noted that their fabrication subcontractor for the project was having a difficult time getting the wire ropes into fabrication. This delay will postpone the project to mid or late October. A discussion ensued regarding the subcontractor. Commissioner Fox suggested that Hampton visit the subcontractor to ensure that progress is being made. Commissioner Fox added that the visit could be a great learning opportunity and suggested that someone from staff attend the visit. The Commission requested that the Wire Ropes project be rescheduled to early November.

- b. **Commencing Public Process for Funding the Replacement Bridge Discussion** – Kevin Greenwood, Executive Director, reported that the Washington State Transportation Commission (WSTC) has been conducting an independent Traffic and Revenue Analysis. Two final tolling scenarios have been approved by the WSTC Board. The purpose of implementing a toll increase is to generate necessary reserves to be eligible for a US Department of Transportation (USDOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. The TIFIA loan would complete financing for the Bridge Replacement Project. The Bi-State Working Group (BSWG) has given the Port a recommendation to begin the process of implementing a new toll increase. Greenwood summarized the process of implementing a toll increase and added that the process would take about six months. The toll increase is expected to begin on September 1, 2023.

 - c. **Waterfront Parking System Discussion** – Genevieve Scholl, Deputy Executive Director, noted that staff is seeking direction on four important changes that would be made with the implementation of the Waterfront Parking Plan. One of the changes is closing the Event Site parking booth. Another change is ending the trucking company parking agreements on west Portway. As well as implementing paid parking at the Hook and in the Marina Boat Ramp parking lot. Commissioner Fox asked if staff has conducted a study on potential revenue results. Scholl replied that no study has been conducted due to the lack of data. Commissioner Fox inquired on whether staff has reached out to the trucking companies for potential impacts. Scholl replied that terminating the agreement would have a negative impact on the trucking companies. Greg Hagbery, Project Manager noted that staff is considering alternative parking locations for the trucking companies. There was consensus from the Commission for staff to move forward with the proposed changes.
5. **EXECUTIVE DIRECTOR REPORT:** Written report provided in the packet. No questions or comments were received.
6. **COMMISSIONER, COMMITTEE REPORTS:** None
7. **ACTION ITEMS:**
- a. **Open Public Hearing and First Reading: Ordinance 27, Regulating Conduct on Port Property Adoption.** Daryl Stafford, Waterfront Manager, noted that staff and counsel have been working on revising Ordinance 24 for several years and believes that the Port issues have been addressed so that they can be enforced. Stafford turned to Joanne Lyons-Antley, Campbell Phillips, for a brief overview. Lyons-Antley commented that a recommendation was made to the Port to amend Ordinance 24. The amendment would create a process where the Port could exclude individuals that violate the Ports standard of conduct behavior. Lyons-Antley summarized the proposed exclusion policy and procedures and added that counsel has spoken to Hood River City Attorney Dan Keams and Hood River Police Chief Holste who were both positive about supporting the Port.

Motion: Motion to conduct the first reading and to read Ordinance 27 regulating conduct on Port property by title only.

Move: Mike Fox

Second: Kristi Chapman

Discussion: None

Vote: **Aye:** Ben Sheppard, Mike Fox, Kristi Chapman, and Heather Gehring

Absent: Hoby Streich

MOTION CARRIED

No comment received. Stafford conducted the First Reading by title only.

~~b. Approve Resolution No. 2022-23-12 Setting Waterfront Parking Rates, Rules, Fees, Zones, and Hours~~

- c. **Authorize Issuance of Bid Solicitation for Miscellaneous Truss Repairs.** John Mann, Facilities Director, noted that some miscellaneous steel repairs and spot cleaning of the bridge structure need to be made. These repairs are fracture critical.

Motion: Approve issuance of bid solicitation for Miscellaneous Truss Repairs.
Move: Mike Fox
Second: Kristi Chapman
Discussion: None
Vote: **Aye:** Ben Sheppard, Mike Fox, Kristi Chapman, and Heather Gehring
Absent: Hoby Streich

MOTION CARRIED

- d. **Approve Resolution No. 2022-23-13 Commencing Public Process for Funding Hood River White Salmon Bridge Authority Activities.** Commissioner Fox noted an error with the Resolution number on the document. Staff corrected the error.

Motion: Approve Resolution No. 2022-23-13 Commencing Public Process for funding Hood River White Salmon Bridge Authority Activities.
Move: Mike Fox
Second: Heather Gehring
Discussion: None
Vote: **Aye:** Ben Sheppard, Mike Fox, Kristi Chapman, and Heather Gehring
Absent: Hoby Streich

MOTION CARRIED

- e. **Authorize Award of Contract to Advanced American for the Underwater Pier Repairs Project in an Amount Not to Exceed \$465,000.00.** Mann noted that the engineers estimate for the project was \$300,000.00, and although the bids were higher than expected, these repairs are necessary.

Motion: Authorize Award of Contract to Advanced American for the Underwater Pier Repairs Project in an Amount Not to Exceed \$465,000.00 and authorize the Executive Director to sign the contract at the conclusion of the protest period, barring no protest.
Move: Heather Gehring
Second: Mike Fox
Discussion: None
Vote: **Aye:** Ben Sheppard, Mike Fox, Kristi Chapman, and Heather Gehring
Absent: Hoby Streich

MOTION CARRIED

- f. **Approve Resolution No. 2022-23-14 Establishing a Tolling Revenues Use Policy.** Greenwood noted that he received a call today from Senator Curtis King, Klickitat County, regarding Representative Jake Fey, House Transportation Committee, who has concerns about the Port's use

of tolls for non-bridge related activities. Greenwood asked Sen. King if the Resolution noting 2028 as the end date for toll usage would jeopardize the funding that is currently working through the legislature process. Sen. King replied that he believed it would. Staff recommends approval of the revised resolution that notes the end date of June 2026 of toll usage for non-bridge related activities.

Motion: Approve Resolution No. 2022-23-14 Establishing a Tolling Revenue Use Policy
Move: Kristi Chapman
Second: Heather Gehring
Discussion: None
Vote: **Aye:** Ben Sheppard, Mike Fox, Kristi Chapman, and Heather Gehring
Absent: Hoby Streich

MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Fox noted that they have been spending time with Warm Springs and Umatilla on negotiating with the tribes on access and fishing rights. They had their first meeting with Warm Springs last week. No agreements have been made thus far but progress is being made.
- b. Commissioner Sheppard acknowledged staff for all there work on Resolution 2022-23-14 and offered his support.

9. CONFIRMATION OF DIRECTIVES: None

10. EXECUTIVE SESSION: President Ben Sheppard recessed Regular Session at 6:08 p.m. to call the Commission into Executive Session under ORS 192.660 (2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(j) – Public Investments

11. POSSIBLE ACTION: The Commission was called back into Regular Session at 6:45 p.m. No action was taken as a result of Executive Session.

12. ADJOURN: The meeting was adjourned by unanimous consent at 6:46 p.m.

ATTEST:

Ben Sheppard, President

Michael Fox, Secretary

Commission Memo



Prepared by: Daryl Stafford

Date: May 2, 2023

Re: Lease Amendment No. 1 – Gorge Paddling Center LLC

Gorge Paddling Center (GPC) has been a recreational concession at the Nichols Basin Dock since 2015 starting with kayak lessons and rentals, growing over time to include SUPs and bicycles. GPC has been an excellent tenant and continues to see economic and employment growth as a seasonal waterfront business.

In addition to GPC, owner Todd Anderson has a successful E-bike tour business at Multnomah Falls. He is seeking permission from the Port to operate guided E-bike tours from his GPC Nichols Basin location and is interested in amending his concession permit to allow this an option for business. He does not need additional space and would not allow E-bikes on the Waterfront Trail or rent E-bikes unless they are part of a guided tour. Please see his proposal attached.

RECOMMENDATION: Approve Amendment No. 1 to Gorge Paddling Center LLC Concession Permit, for allowing E-bike guided tours from their Nichols Basin location.

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AMENDMENT NO. 1 TO CONCESSION PERMIT

Whereas, the Port of Hood River ("Port") and Gorge Paddling Center, LLC ("Concessionaire") entered into a Waterfront Concession Permit ("Permit") for the Nichols Basin Dock and Shed ("Premises") located at 101 N. 1st Street, in Hood River, Oregon, effective April 15, 2021; and,

Whereas, pursuant to section 1 of the Permit, Concessionaire is allowed to rent bikes; and

Whereas, Amendment No.1 adds guided E-bike tours from the leased Premises to the Gorge Paddling Center, LLC Seasonal Concession Permit beginning June 1, 2023.; and

Therefore, Lessor and Lessee agree as follows:

1. Pursuant to section 1 of the Permit, the addition of guided E-bike tours shall be allowed and extended through the remainder of the Permit effective through October 15, 2025.

Except as modified by Amendment No.1, all terms and conditions of the Permit shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2023.

By: _____
Kevin M. Greenwood, Port of Hood River, Executive Director

By: _____
Todd Anderson, Gorge Paddling Center, LLC., Owner

Ebike Proposal ~ Gorge Paddling Center LLC

Hello Daryl and Port of Hood River Staff,

The Gorge Paddling Center seeks to add Electric Bike Tours to our current offerings. We are interested in amending our lease to allow this as an option for our business. We currently rent kayaks, paddleboards, and cruiser bikes. I have been a tenant of the Port for 12 years with a successful record of safety, compliance, and community relationships.

Amendment:

Gorge Paddling Center may operate Electric Bicycle Tours and Rentals.

Considerations:

- Gorge Paddling Center will not allow any participants to operate Electric Bicycles on the Waterfront Pathway.
- Gorge Paddling Center will obtain proper insurance with The Port of Hood River covered as additionally insured. The limits will be sufficient for Port of Hood River requirements.
- No new storage units or space will be needed for this additional offering.

Thank you for considering this addition to my business. This will help with our longevity as a successful seasonal business by diversifying and expanding our offerings. When it is too windy (quite often) for kayaking we would love to be able to provide our customers with a fun bike ride up to the twin tunnels and back to the waterfront.

Sincerely,

Todd Anderson
Gorge Paddling Center
541-645-4621

Commission Memo



Prepared by: Kevin Greenwood
Date: May 2, 2023
Re: Nomination of Commissioner Fox to Serve on HRWSBA

The Hood River White Salmon Bridge Authority (HRWSBA or Authority) was formalized April 26 when Hood River County became the sixth member of the Bi-State Working Group (BSWG) to approve signing the Commission Formation Agreement (CFA). The CFA is the Charter document forming the new bridge authority.

The Authority is governed by six voting members appointed by Hood River and Klickitat Counties. The CFA states that the Parties to the agreement shall be given the opportunity to nominate candidates to the County for appointment.

Commissioner Mike Fox has served on the BSWG as its Co-Chair and has volunteered countless hours to the bridge replacement effort. His professional engineering background and knowledge of the project would make him an excellent candidate for the HRWSBA.

A draft letter from the Port to Hood River County is included in the packet.

RECOMMENDATION: Approve nomination of Commissioner Michael Fox to the Hood River County Commission for appointment to the Hood River White Salmon Bridge Authority.

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

May 3, 2023

Mr. Jeff Hecksel, Administrator
HOOD RIVER COUNTY
601 State Street
Hood River, OR 97031

Re: NOMINATION OF PORT COMMISSIONER MICHAEL FOX TO THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

Dear Jeff,

At last night's Port of Hood River Regular Commission Meeting, a motion was passed and approved unanimously nominating Port Commissioner Michael Fox to the Hood River County Commission for consideration to be appointed to the new Hood River White Salmon Bridge Authority.

Commissioner Fox has been very committed to the replacement project and currently serves as the Bi-State Working Group's Co-Chair along with Klickitat County Commissioner, Jake Anderson. Fox has volunteered countless hours in all aspects of the project. His involvement in the BSWG increased the speed and intensity of the effort which has resulted in significant progress on public funding, creation of the new bridge authority, selecting and negotiating the Replacement Bridge Management Contract (RBMC) resulting in the hiring of Michael Shannon as the new project director, advocacy in Salem, Olympia and Washington D.C., travelling to meet with tribal boards regarding environmental issues, and working effectively with the other members of the BSWG.

The Port Commission feels he would be an excellent and deserving charter member of the HRWSBA.

If you have any questions or need any additional support on this nomination, please don't hesitate to contact me.

Respectfully,

Kevin M. Greenwood
Executive Director

cc: Ben Sheppard, President, Port of Hood River Board of Commissioners

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Candidate for New Bi State Bridge Commission

Name: Michael Fox

Residence: Parkdale, Oregon

Experience Highlights:

Education: BS Engineering

Career Experience:

- Retired from 45 year career with Bechtel Corporation
- Individual project contributor to Senior Executive (Principal Vice President) top 0.2% of a 50,000-employee company.
- Experienced in all facets of managing very large projects (> \$2 billion each, many exceeding \$10 billion).
- World wide responsibilities for Project Control function of projects (>2400 employees).
- Held security clearances in both US and UK countries.



Current involvement in replacement bridge efforts:

- Elected to POHR Commission in July 2021. Became Oregon Chair of BSWG shortly thereafter.
- Direct Involvement
 - Established strategy in utilizing a contractor to act as owner's representative on this complex project recognizing limited large project experience of POHR and BSWG teams.
 - Encouraged development of a comprehensive project estimate and schedule of the replacement bridge effort. The first real effort undertaken. Conducted reviews of both the Project Estimate and resultant Schedule. Identified numerous changes that needed to be incorporated to better cover the scope of anticipated work.
 - Wrote scope of work for first year of Replacement Bridge Management Contract (RBMC).
 - Developed procurement process, evaluation team (with representatives from WSDOT, ODOT, Klickitat County, Hood River County, POHR). Lead the evaluation process to team to selection of the RBMC contractor. Ensured compliance with state and federal procurement laws.
 - Developed then implemented strategy for obtaining grant funding from Oregon, Washington, and Federal agencies. Changed philosophy of requesting \$5 million at a time to requesting more than \$100 million per grant realizing that the previous approach would never achieve building a new bridge any time soon.
 - Challenged Port consultants as to true status of current bridge.
 - Established a strategy for needed tribal agreements of the project.
 - Developed apprenticeship approach to tribal involvement as well as local high schools.
 - Sought and obtained project support of regional Building Trade Groups.
- Leadership of the BSWG

- Execute the project through a series of schedules, budgets, use of critical items reports to help the BSWG understand where the project is and where it's heading.
- Spent time to understand strengths of all BSWG members. Encouraged members to use their strengths to support the effort.
- Utilized by Project Management experience to tackle project problems by defining the issues, developing action plans to solve them complete with timelines, get commitments from those responsible, monitor follow-up until the issue has been resolved.
- Team (BSWG) developed through many, many meetings a strong understanding of the replacement needs and current status with Washington State legislators, Oregon State legislators as well as Federal delegations.
 - Washington State has committed \$75 million to the project and an additional \$1.5 million for a comprehensive toll study.
 - Three large grant applications to the federal government were generated in 2022. All were unsuccessful. Reasoning primarily was lack of funding from Oregon State and completion of EIS.
 - Team hosted 30 state legislative representatives (1/2 from Oregon, 1/2 from Washington) for a 1/2 day discussion by local business representatives on the need for a new bridge.
 - Participated in and helped develop strategy for local funding content, creating new bridge reserves to support qualification efforts of TIFIA government loans.
- The team has worked very well together with a shared focus that replacing the bridge quickly is of upmost importance.
- Members of the team have worked closely on the development of the Commission Formulation Agreement (CFA). Signing of the CFA's by all members accomplished.

Personal Commitment

1. I ran for POHR Commissioner with the intent of expediting replacement of the HR bridge.
2. Based upon my long career, I understand issues that are and will be faced on this project. All large projects will have problems, the well performing projects recognize this early and are prepared to proactively address them.
3. My focus is on getting the bridge replaced as soon as possible. Prior to my involvement, the pace of the replacement effort was glacially slow. By any measure, during the past 18 months the pace as increased dramatically, and I believe the team feels there is a real chance we can have a new bridge open for use this decade.
4. During this first 18 months, I know I've volunteered more than 1,500 hours pushing forward this project. I'm committed to spending what ever it takes to get it done.



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

700 E. Port Marina Driver - Hood River, OR 97031 - www.hoodriverbridge.org - Email: info@hoodriverbridge.org

Prepared by: Michael Shannon
Date: May 01, 2023
Re: Consulting Services Amendment No. 04 with ODOT

ODOT invoices the Bridge Replacement project for its staff time reviewing, editing and otherwise consulting on the Port's Bridge Replacement efforts. Here is a summary of the Port's contract history:

ORIGINAL CONTRACT -	\$160,000, April 2019, staff reimbursement
AMENDMENT #1 -	\$ 40,000, Jan. 2020, ethnographic surveys
AMENDMENT #2A -	\$ 50,000, Dec. 2020, Supp. Draft EIS
AMENDMENT #2B -	\$ 15,000, May. 2021, Sec. 106
AMENDMENT #3 -	\$145,000, Jan. 2022, Treaty Tribe MOA, Build Grant

This contract amendment will include approximately 1,294 hours of additional work on the development and completion of the Tribal Compensatory Agreements, Record of Decision, and agency coordination for BUILD grant. These hours would be billed at a rate of \$100/hr. rate and would add \$129,400 to the contract for an updated total of \$536,782.

The Port's legal counsel has reviewed the amendment and had no concerns or comments. This contract is reimbursable from the ARPA Grant funds and BUILD Grant funds.

RECOMMENDED ACTION: Authorize Amendment No. 4 with the Oregon Dept. of Transportation for Consultation Services related to the Replacement of the Hood River-White Salmon Bridge pending legal review.

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**AMENDMENT NUMBER 04
INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services**

This is Amendment No. 04 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **Port of Hood River**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on April 25, 2019, Amendment Number 1 on January 8, 2020, Amendment Number 2 on December 14, 2020, and Amendment Number 3 on January 24, 2022.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to expand technical services work and increase funding for those services.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

Exhibit A – Revision 3 shall be deleted in its entirety and replaced with the attached Revised Exhibit A – Revision 4. All references to “Revised Exhibit A – Revision 3” shall hereinafter be referred to as “Revised Exhibit A – Revision 4.”

TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:

2. Agency shall pay to State for State’s performance of the Services an amount not to exceed \$410,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

Is deleted in its entirety and replaced with the following:

2. Agency shall pay to State for State’s performance of the Services an amount not to exceed \$536,782. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

- 4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
- 5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21280) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

THE PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (if required in Agency’s process)

By _____
Agency Counsel

Date _____

Agency Contact:

Kevin Greenwood, Executive Director
1000 E. Port Marina Drive

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Major Projects Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____ N/A _____
Assistant Attorney General

Agency/State
Agreement No. 330758

Hood River, OR 97031
541.961.9517
kgreenwood@portofhoodriver.com

Date: _____

State Contact:

Rob Wattman
123 NW Flanders Street
Portland, OR 97209
503.731.8268
Robert.k.wattman@odot.oregon.gov

Revised Exhibit A - Revision 4

Hood River EIS ODOT Staff Hours

Phase 1		<i>Hourly rate \$69</i>
Agency Coordination Plan	16	\$ 1,104
DEIS Reevaluation	12	\$ 828
Technical Reports (includes methods)	782	\$ 53,958
Cumulative Impacts	112	\$ 7,728
Phase 1 Subtotal	922	\$ 63,618
Phase 2		<i>Hourly rate \$69</i>
Supplemental EIS	736	\$ 50,784
Biological Assessment/ ESA Section 7	228	\$ 15,732
Final EIS (including response to SEIS comments and mitigation plan)	456	\$ 31,464
Decision Document/Admin Record	116	\$ 8,004
Ethnographic Studies		\$ 30,000
Phase 2 Subtotal	1,536	\$ 135,984
Phase 3		<i>Hourly rate \$75</i>
Complete SEIS- Adjusted	274	\$ 20,550
Biological Assessment/Opinion and ESA Section 7	88	\$ 6,600
Decision Document/Admin Record	208	\$ 15,600
Analysis / Section 106 Process	140	\$ 10,500
Final EIS Review and Management	60	\$ 4,500
Phase 3 Subtotal	770	\$ 57,750
Phase 4		<i>Hourly rate \$90</i>
Complete Tribal Fishery MOA	278	\$ 25,020
Agency Coordination BUILD Grant	1,389	\$ 125,010
Phase 4 Subtotal	1,667	\$ 150,030
Phase 5		<i>Hourly rate \$100</i>
Complete MOAs/BO/FEIS/ROD	460	\$ 46,000
Agency Coordination BUILD Grant	834	\$ 83,400
Phase 5 Subtotal	1,294	\$ 129,400
TOTAL	6,189	\$ 536,782

Commission Memo



Prepared by: John Mann
Date: May 2, 2023
Re: Amendments to HDR Engineering services

In 2020 the Port of Hood River entered into an agreement with HDR Engineering the engineering firm that has worked on our bridge for the last 8 years. Port staff and HDR have prepared amendments to the Master Services Agreement (MSA), Task Order 10, and Task Order 13, as detailed below:

MSA AM#4 – Our Master Services Agreement runs for two years at time and current version expires in June 2023. This is a simple one-page amendment that extends the terms thru 06/2025.

Task Order 10 AM#3 – This is the general on-call task order renewed annually, and as needed. We expect to do some pre-planning and inspection verification for potential maintenance painting project(s) until we determine if a maintenance painting bid project makes sense. The general on-call is also used for review of inspection reports, the long-term maintenance plan updates, and responding to miscellaneous requests from the Port. The proposed increase for FY2023-34 is \$65,000, new total for task order is \$130,000.

Task Order 13 AM#1 – This task order covers the Underwater Pier Repairs and Miscellaneous Truss Repairs projects. The amendment is for adding construction contract administration and oversight services. HDR will serve as the Authorized Representative for the Port and work with Port maintenance staff for documenting daily contractor activities. The two projects are expected to involve 5 weeks of field work each and construction activities are expected to extend into mid-September. The proposed increase in cost is \$85,000, new total for task order is \$180,000.

Under Task Order 13 AM#1, we will be using HDR Engineering to fill a short-term gap in project management capacities while staff completes project management training. They will also serve as mentors to staff working towards project management certifications.

RECOMMENDATION: Approve the three amendments with HDR Engineering for engineering services related to the bridge.

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AMENDMENT NO. 4 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") and amended on July 21, 2017, on June 25, 2019, and on July 3, 2021.

The parties desire to amend the Agreement in order to extend the original term of the Agreement for an additional two years, and inclusive of previous amendment changes;

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, 2025 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.

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: Kevin Greenwood

By: Tracy Ellwein

Title: Executive Director

Title: Vice President

Date: _____

Date: _____

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TASK ORDER 10 – Amendment 3

**SCOPE OF SERVICES
for
ON-CALL ENGINEERING**

May 2, 2023

This Task Order 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”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, Amendment 3 dated June 25, 2021, and Amendment 4 dated on or about May 5, 2023. The Port and Consultant agree to extend the Period of Service and Payments to Consultant as amended below for this Task Order. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 2.0 SCOPE OF SERVICES

Task 1: Technical Services & Professional Advice

- Continue to provide services as described under this task in original Task Order 10

Task 2: Project Management & Administration

- Continue to provide services as described under this task in original Task Order 10

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2024.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of **\$65,000**, increasing the total fees for labor and expenses for this Task Order to **\$130,000**, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. 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.

This Task Order is executed this _____ day of _____, 2023.

PORT OF HOOD RIVER
“Port”

HDR ENGINEERING, INC.
“Consultant”

BY: _____

BY: _____

NAME: Kevin Greenwood

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive
Hood River, Oregon 97031

ADDRESS: Suite 1800
Portland, OR 97204

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Level of Effort	HDR Engineering																			Total Fee (includes sub-consultant mark-up and escalation)		
	Principal	Project Manager	Bridge Engineer IV	Bridge Engineer	Bridge Inspector	Bridge Engineer II	Bridge EIT	Cadd Technician	Project Admin. Asst	Project Accountant	Hours	Labor	Open	Field Equipment	Travel	Printing & Publications	Misc. Expenses	Misc. Expenses (as a % of Labor)	Total Expenses		HDR Fee	
Port of Hood River - POHR TO10 ON- CALL ENGINEERING AM#3	<i>Billable Rates</i>	\$297.74	\$284.44	\$209.66	\$176.38	\$117.03	\$157.62	\$130.77	\$167.88	\$96.64	\$88.53											
Task Description																						
Task 1.0	Technical Services & Professional Advice																					
	Bridge Work Plan Updates & Reporting		24									24	\$ 6,827	\$ -				\$ -	\$ -	\$ 6,827	\$ 6,827	
	Review ODOT inspection reports		8				4					12	\$ 2,906	\$ -				\$ -	\$ -	\$ 2,906	\$ 2,906	
	Review load rating updates		4				4	4				12	\$ 2,291	\$ -				\$ -	\$ -	\$ 2,291	\$ 2,291	
	Minor technical engineering design and support		16				20	20	8	4		68	\$ 12,048	\$ -		\$ 80		\$ -	\$ 80	\$ 12,128	\$ 12,128	
	Meetings, workshops, or other Port requests		8									8	\$ 2,276	\$ -	\$ 220			\$ -	\$ 220	\$ 2,496	\$ 2,496	
	Paint project preparation and inspections		24		32	32	16	24	12	4		144	\$ 24,277	\$ -	\$ 220		\$ 312	\$ -	\$ 532	\$ 24,809	\$ 24,809	
	Sub-total	0	84	0	32	32	44	48	20	8	0	268	\$ 50,625	\$ -	\$ -	\$ 440	\$ 80	\$ 312	\$ -	\$ 832	\$ 51,457	\$ 51,457
Task 2.0	Project Management & Administration																					
	Project coordination		8							4		12	\$ 2,662	\$ -				\$ -	\$ -	\$ 2,662	\$ 2,662	
	Project invoicing and reporting		14							4	20	38	\$ 6,139	\$ -				\$ -	\$ -	\$ 6,139	\$ 6,139	
	Quality reviews and management	2	8	8						2		20	\$ 4,742	\$ -				\$ -	\$ -	\$ 4,742	\$ 4,742	
	Sub-total	2	30	8	0	0	0	0	0	10	20	70	\$ 13,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,543	\$ 13,543
Hours		2	114	8	32	32	44	48	20	18	20	338										
Fee		\$595	\$32,426	\$1,677	\$5,644	\$3,745	\$6,935	\$6,277	\$3,358	\$1,740	\$1,771		\$ 64,168	\$ -	\$ -	\$ 440	\$ 80	\$ 312	\$ -	\$ 832	\$ 65,000	
Total																					\$ 65,000	

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TASK ORDER 13 – Amendment 1

**SCOPE OF SERVICES
for
Bridge Maintenance Repairs**

May 2, 2023

This Task Order 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”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, Amendment 3 dated July 3, 2021, and Amendment 4 dated on or about May 5, 2023. Consultant 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

This Task Order will provide for recommended bridge maintenance repairs related to the underwater condition of Piers 6 and 8, and the miscellaneous repair recommendations based on the 2022 biannual bridge inspection. It is anticipated that the work will be developed as two separate bid projects.

This Amendment 1 adds construction contract administration and oversight services for the projects.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management & Administration

Continue to provide services as described under this task in original Task Order 13.

Task 2: Underwater Pier Repairs

Continue to provide services as described under this task in original Task Order 13.

Task 3: Miscellaneous Truss Repairs

Continue to provide services as described under this task in original Task Order 13.

Task 4: Construction Administration and Oversight (New Task)

Consultant shall serve as the Port’s Authorized Representative for the construction administration and oversight of the two identified projects in this task order.

Consultant shall:

- Coordinate and conduct preconstruction meetings.
- Review and monitor construction schedules and non-technical submittals.
- Coordinate and compile daily report records.
- Review and recommend action for progress payments.
- Review and recommend action for construction change orders.
- Review and recommend action for construction claims.
- Maintain files for construction submittals and activities through duration of contract.

Assumptions

The following assumptions are made:

- Project field work durations will be approximately 5 weeks each.
- Consultant will conduct pre-construction meetings at Port's office.
- Port staff will prepare daily reports and monitor daily construction activities.
- Consultant will coordinate with Port staff to confirm reported construction activities are documented and filed.
- Consultant will make site visits approximately once per week during construction activities.
- Consultant is not responsible for Contractor's safety plan or its implementation.

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide access to Port properties as needed, including traffic control on the bridge, and be available for mutually agreed upon times for site visits.

Port staff will review Consultant recommendations and provide approval of actions for payment progress, change orders, or other actions outside of Consultant's approval authority.

Port staff will collect and monitor daily activities by contractor.

Port will submit permit related applications and associated fees.

Port will provide Notice to Mariners as required by US Coast Guard.

PART 4.0 PERIODS OF SERVICE:

Construction activities are expected to be completed by September 15, 2023. All work shall be completed by December 30, 2023.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of **\$85,000** billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. The new not-to-exceed fee for the Task Order is **\$180,000**. 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.

This Task Order is executed this _____ day of _____, 2023.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: Kevin Greenwood

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

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

ADDRESS: 1050 SW 6th Ave
Suite 1800
Portland, OR 97204

Level of Effort	HDR Engineering																	Total Fee (includes sub-consultant mark-up and escalation)	
	Principal	Project Manager	Sr. Bridge Engineer	Construction Manager	Bridge Engineer	CADD Technician	Project Coordinator	Project Accountant	Hours	Labor	Open	Field Equipment	Travel	Printing & Publications	Misc. Expenses	Misc. Expenses (as a % of Labor)	Total Expenses		HDR Fee
Port of Hood River - TO13 Bridge Maintenance Repairs, AM#1																			
<i>Billable Rates</i>	\$297.74	\$284.44	\$209.66	\$261.78	\$130.77	\$167.88	\$96.64	\$88.53											
Task Description																			
Task 01 Project Management & Administration																			
Project Management & Coordination	2	12					4		18	\$ 4,395	\$ -					\$ -	\$ -	\$ 4,395	\$ 4,395
Monthly Invoicing		12					4	16	32	\$ 5,216	\$ -					\$ -	\$ -	\$ 5,216	\$ 5,216
Client Meetings & Coordination									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
QC Reviews									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
Sub-total	2	24	0	0	0	0	8	16	50	\$ 9,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,612	\$ 9,612
Task 02 Underwater Pier Repairs																			
Data review and verification									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
Permit coordination and application preparation									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
Prepare plans, specs, and bid package									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
Construction bidding and support					12				12	\$ 1,569	\$ -					\$ -	\$ -	\$ 1,569	\$ 1,569
Sub-total	0	0	0	0	12	0	0	0	12	\$ 1,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,569	\$ 1,569
Task 03 Miscellaneous Truss Repairs																			
Field verification inspection									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
Prepare plans, specs, and bid package									0	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -
Construction bidding and support		8			12				20	\$ 3,845	\$ -					\$ -	\$ -	\$ 3,845	\$ 3,845
Sub-total	0	8	0	0	12	0	0	0	20	\$ 3,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,845	\$ 3,845
Task 004 Construction Administration and Oversight																			
On-site meetings, daily reports, coordination		120		2			8		130	\$ 35,429	\$ -	\$ 930				\$ -	\$ 930	\$ 36,359	\$ 36,359
Progress payments, change orders, claims review		80		8			4		92	\$ 25,236	\$ -					\$ -	\$ -	\$ 25,236	\$ 25,236
Project files and documentation		24		4			4		32	\$ 8,260	\$ -				\$ 119	\$ -	\$ 119	\$ 8,379	\$ 8,379
Sub-total	0	224	0	14	0	0	16	0	254	\$ 68,926	\$ -	\$ 930	\$ -	\$ 119	\$ -	\$ -	\$ 1,049	\$ 69,975	\$ 69,975
Hours	2	256	0	14	24	0	24	16	336										
Fee	\$595	\$72,817	\$0	\$3,665	\$3,138	\$0	\$2,319	\$1,416		\$ 83,951	\$ -	\$ 930	\$ -	\$ 119	\$ -	\$ -	\$ 1,049	\$ 85,000	
Escalation										\$ -									
Sub-consultant Budget w/ Mark-up																			
Total																			\$ 85,000

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: May 2, 2023
Re: DebtBook Software

The Governmental Accounting Standards Board (GASB) issued a statement that required local governments to report leases in a more detailed, and complicated, way beginning in fiscal year 2022. The Port contracted with me, before I was hired as Finance Director, to prepare this information. We now keep the information in a couple of large, complex, Excel spreadsheets.

In an effort to automate as many processes as possible, I looked into a software solution. A program called DebtBook tracks leases, debt, and subscription-based software (which we have to report in more detail beginning this fiscal year). This software is used by many local governments in Oregon and around the country and is highly recommended.

There are a few other providers of similar software. Lease Query agreed to match DebtBook's price, but DebtBook had more governmental customers whereas Lease Query seemed to be more of a "for-profit" solution. Two other vendors failed to get back to me with quotes.

Kristen Campbell has reviewed the contract.

I am available at your convenience to discuss this matter further with you.

RECOMMENDATION: Approve contract with DebtBook for \$15,000 for one-year of service and initial setup.

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ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“DebtBook”) is pleased to provide **Port of Hood River, OR** (“Customer”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which have been provided to Customer (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 04/21/2023	Billing Frequency: Annually
Initial Term End Date: 04/20/2024	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Non-appropriation. Notwithstanding anything in the Agreement to the contrary, the parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform, and nothing in the Agreement constitutes such a commitment. The Customer's obligation to pay under the Agreement is contingent on Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations under the Agreement as of the last day for which funds have been appropriated. The Customer will endeavor, on determining that sufficient funds will not be budgeted and appropriated in any fiscal year under the Agreement, to provide DebtBook with written notice within 30 days of such event. Customer may not terminate the Agreement under this paragraph merely for its convenience or to circumvent the requirements of the Agreement.

Public Records. DebtBook expressly agrees and understands that Customer's obligations under Section 5 of the Terms & Conditions are subject in all respects to, and only enforceable to the extent permitted by, the Oregon Public Records Law, ORS Revised Statutes (ORS) 192 et seq., and any other similar state or federal laws.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

Port of Hood River, OR

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: Kevin Greenwood
Title: Executive Director

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

1000 E. Port Marina Drive,
Hood River, OR 97031
Attention: Kevin Greenwood
Kgreenwood@portofhoodriver.com

Billing Contact

[Address Line 1]
[Address Line 2]
Attention: [Billing Contact]
[Billing Contact Email]

Exhibit A
DebtBook Quote

[See attached.]

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer’s debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook’s debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

“Pricing Tier” means the Customer’s applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook’s network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook’s sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook’s indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer’s use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER’S SOLE REMEDIES AND DEBTBOOK’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK’S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook’s option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. **Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. **Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Port of Hood River, OR

Port of Hood River, OR

Hood River, OR 97031

US

Debbie Smith

dsmith-wagar@portofhoodriver.com

Quote created: April 6, 2023

Quote expires: July 5, 2023

Quote created by: Adam Gilmore

Account Executive

adam.gilmore@debtbook.com

Comments from Adam Gilmore

Please note the quote is for Tier 2 White Glove implementation.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
23 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST2-1	1	\$13,000.00 / year	\$13,000.00 / year
23 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	23WGI2-1	1	\$2,000.00	\$2,000.00
			Total	\$15,000.00

2023 Pricing Tiers

The below tiers represent DebtBook's 2023 Pricing Tiers.

TIER	DEBT, LEASE & SBITA AGREEMENTS (# AND \$)	ANNUAL	White Glove Implementation	Guided Implementation
Tier 1	Up to 15 and \$50 million	\$8,000	\$0	\$0
Tier 2	Up to 75 or \$200 million	\$13,000	\$2,000	\$0
Tier 3	Up to 150 or \$1 billion	\$20,000	\$3,000	\$0
Tier 4	Up to 225 or \$2 billion	\$30,000	\$4,000	\$0
Tier 5	Up to 300 or \$5 billion	\$45,000	\$5,000	\$0
Tier 6	Up to 400 or \$7 billion	\$60,000	\$6,000	\$0
Tier 7	Up to 600 or \$8.5 billion	\$70,000	\$8,000	\$0
Tier 8	Up to 800 or \$10 billion	\$80,000	\$10,000	\$0

Questions? Contact me



Adam Gilmore

Account Executive

adam.gilmore@debtbook.com

Commission Memo



Prepared by: Debbie Smith-Wagar
Date: May 2, 2023
Re: Accounts Payable Requiring Commission Approval

Campbell Phillips	\$22,322.50
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$22,322.50
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Primary Timekeeper: 2 Kristen A. Campbell

	0-30	31-60	61-90	91-120	121-180	181+	Bal Due
2000.001 M Port of Hood River - Admin RE: Admin - General	7,880.00	0.00	0.00	0.00	0.00	0.00	7,880.00
2002.001 M Port of Hood River - Marina RE: Marina - General	225.00	0.00	0.00	0.00	0.00	0.00	225.00
2004.001 M Port of Hood River - Airport RE: Airport - General	787.50	0.00	0.00	0.00	0.00	0.00	787.50
2006.002 M Port of Hood River - Bridge Commission RE: Bridge Commission - Bridge Replacement	360.00	0.00	0.00	0.00	0.00	0.00	360.00
2007.001 M Port of Hood River - Ordinances and Resolutions RE: Ordinances and Resolutions - General	1,980.00	0.00	0.00	0.00	0.00	0.00	1,980.00
2007.002 M Port of Hood River - Ordinances and Resolutions RE: Ordinances and Resolutions - Ordinance 24 Revision	8,675.00	0.00	0.00	0.00	0.00	0.00	8,675.00
2009.001 M Port of Hood River - Real Estate RE: Real Estate - General	315.00	0.00	0.00	0.00	0.00	0.00	315.00
2013.002 M Port of Hood River - Litigation RE: Litigation - Electronics Assemblers	2,100.00	0.00	0.00	0.00	0.00	0.00	2,100.00
Totals	22,322.50	0.00	0.00	0.00	0.00	0.00	22,322.50

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HOOD RIVER–WHITE SALMON BRIDGE REPLACEMENT

Project Director Report

May 01, 2023

The following summarizes Replacement Bridge Project activities from April 03, 2023, to May 01, 2023:

PROJECT MANAGEMENT

- *RBMC team is continuing to meet with WSP, ODOT and Federal Highway Administration (FHWA) related to the NEPA/FEIS process and Treaty Tribe Memorandum of Agreement (MOA's).*
- *RBMC team is meeting with ODOT, WSDOT and FHWA on the RFP for the Progressive Design Build Procurement.*
- *Grant Tracking for WA, ARPA, Build Grants will be on going each quarter.*
- *Legislative Outreach is continuing with Oregon, Washington, and DC*

COMMUNICATIONS

- *The web site has been launched www.hoodriverbridge.org and is seeing regular updates*
- *Social media accounts are now active and we're building followers*
- *We are developing stories for the finalization of the CFA and Funding from the Washington.*
- *We are also moving forward with implementation of communication plan in response to the PORT resolution on a tolling.*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *Washington*
 - *Washington legislative session ends April 23.*
 - *Washington legislatures have proposed to fund \$15M in the 23-25 Biennium, \$30M in the 25-27 Biennium, \$30M in the 27-29 Biennium and \$44M as Future Funding. (See Packet)*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
 - *We are planning to make two trips per year to DC in support of funding requests*
 - *Hal is scheduling meetings for the week of May 22nd.*
 - *Commissioner Fox, Commissioner Anderson, Mayor Keethler, and Mike Shannon will be attending with Hal.*

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

- *The Final Draft of the Commission Formation Agreements (CFA) was distributed to the BSWG with a recommendation to move forward with obtaining signatures from the 6 parties of the agreement.*
 - *All 6 members have signed the CFA's*
- *Hood River County and Klickitat County will now begin the process of taking nominations and appointing the 6 directors for the new Hood River White Salmon Bridge Authority (HRWSBA).*
- *HRWSBA Legal Counsel Recommendations for consideration:*
 - *Stacey Lewis at Pacifica Law Group in Seattle, as recommended by Steve Siegel.*
 - *Eileen G. Eakins, who provided Port Commission training back in 2021 - 5285 Meadows Road, Suite 400, Lake Oswego, OR 97035, (503) 607-0517, eileen@lgl-advisors.com;*
 - *Clark Balfour at Cable Huston, who I have worked with over the years on municipal utility projects: <https://www.cablehuston.com/attorneys/clark-i-balfour/>;*
 - *Anna Cavaleri, Jerry's partner <http://hoodriverlaw.com/attorney-profiles/anna-c-cavaleri/>*

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *HNTB and the PORT continue to coordinate with WSTC*
 - *WSTC held their meetings is on April 18th, 19th*
 - *WSTC approved moving forward with the final two tolling scenarios summarized in their presentation (See Packet).*
 - *WSTC next meeting is scheduled for May 16th and 17th (See Packet for Agenda)*
 - *The WSTC staff will be presenting the Final T&R Study Results and presenting the draft final report. Kevin G has been asked to attend this meeting and present to the Commission.*
 - *Schedule Milestones:*
 - *May 2023 – Draft Study findings and recommendations presented to WSTC*
 - *June 2023 – Final Report of findings and recommendations presented to WSTC and submitted to Washington State Legislature*
- *BSWG Tolling Study*
 - *RBMC provided an overview to members of the BSWG on the Benefit Cost Analysis and key areas of focus for this year's grant applications.*
 - *RBMC will be moving forward supporting the implementation of Resolution 2022-23-13 from the April Port Commission Meeting (See Packet)*

PENDING GRANT FUNDING UPDATES

- *Raise Planning Grant (2023)*
 - *Notice of Funding Opportunity (NOFO) issued: 11/30/22, Update to NOFO received on 12/14/22*

- *Application Submitted: 2/28/23*
- *Requested amount of funding: \$3.6M*
- *Our application focused on a planning grant that will evaluate Bike/Ped connections and Transit services access/connections to the new bridge. With a focus on how the bridge is a vital part of a transportation system.*
- *Over 20 Letters of Support were included with our application*
- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *2023 Notice of Funding Opportunity (NOFO) released on 3/30/23*
 - *Application Due: 7/10/23 @ 5pm EDT*
 - *Available funding total: \$1.177B*
 - *Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M*
 - *Implementation Grants – Min – Max award \$2.5M to \$25M*
- *Multimodal Project Discretionary Grant (MPDG)*
 - *Next Opening – Spring 2023*
 - *2023 NOFO not released*
 - *INFRA (\$8 B available over 4 years FY22 to FY26)*
 - *MEGA (\$5 B available over 4 years FY22 to FY26)*
 - *Rural (\$2 B available over 4 years FY22 to FY26)*
- *Bridge Investment Program (BIP)*
 - *Next Opening – Summer 2023*
 - *2023 NOFO – Summer 2023*
- *DOL Building Pathways to Infrastructure Jobs Grant Program*
 - *Posted: 4/5/23*
 - *Closing: 7/7/23*
 - *Program Funding: \$80M*
 - *Max Award: \$5M Min Award: \$500K*

EXECUTED GRANT FUNDING UPDATES

- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Total Submitted for Reimbursement: \$0*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$5 million*
 - *We have received our certification from FHWA on 12/21/22. We have received access to the RADs quarterly reporting system for FHWA on 1/26/22. Training with FHWA is still pending.*
 - *Q4 2022 reporting has been submitted through RADs to FHWA*
- *ARPA (Oregon Grant)*
 - *Grant Awarded 5/12/22*
 - *Funding: \$5M with an Expenditure Deadline of 12/31/26*
 - *Total Submitted for Reimbursement: \$313,413.78*
 - *Total Reimbursement received to date: \$313.413.78*

- *Remaining Funds: \$4,686,586.22*
 - Next reimbursement submittal July 2023*
 - *WA SB 5165 Grant*
 - *Grant Awarded 2/2/22*
 - *Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)*
 - *Total Submitted for Reimbursement: \$2,205,900.80*
 - *Total Reimbursement received to date: \$384,693.39*
 - *Remaining Funds: \$2,794,090.20*
 - *1st Quarter 23 reimbursement submitted for \$864,760.55*
 - Next reimbursement submittal will be July 2023.*

TREATY TRIBE MOA'S

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
 - ***Yakama Nation (YN).***
 - *Draft MOA was submitted by Roy Watters to the Yakama Nation on 1/26/23*
 - *A meeting to discuss the Section 106 MOA and Treaty Fishing MOA was held on 2/28/23. Meeting was positive and they were very appreciative of the work that was done in the draft Treaty MOA. Yakama Nation will review the draft MOA with a tentative date to provide responses in two weeks.*
 - *Yakama Nation provided an email update on 3/20/23 that the MOA has been circulated for internal review. We are awaiting their comments and to set up a follow up meeting.*
 - ***Nez Perce***
 - *The Draft MOA was submitted to ODOT on 1/17/23*
 - *ODOT approved us to move forward with sending the Draft MOA on 1/24/23.*
 - *2/2/23 – MOA was sent to Amanda with Nez Perce on 2/2/23.*
 - *On 4/18/23 the Tribe's Cultural Resource and Fisheries departments were able to fully brief Nez Perce Tribal Executive Committee's (NPTEC) Natural Resource Subcommittee on the project and the key terms in the draft MOA.*
 - *A second meeting has been scheduled for 6/6/23 at the Nez Perce Tribal Headquarters in Lapwai, ID. The project team, ODOT and FHWA will be presenting to the Natural Resources subcommittee on the MOA.*
 - *At the suggestion of the Tribe, the team also submitted a form to the Nez Perce Tribes requesting permission to use their logo in support of the project. This request will be heard at the May 16, 2023, Natural Resources Subcommittee agenda for action.*
 - ***Umatilla (CTUIR).***
 - *The Draft MOA was submitted to the Umatilla Tribe on 1/25/23*

- *Meeting and Presentation were held with CTUIR Fish and Wildlife commission on 1/24/23*
 - *The team received comments from CTUIR on the first draft of the MOA on 4/3/23.*
 - *A 2nd Meeting was held with CTUIR on 4/5/2023 to review the comments and discuss ideas on how to determine and quantify mitigation measures within the Treat MOA. The meeting was very positive and follow up meeting is being schedule for mid-May.*
 - *The 2nd draft of the CTUIR MOA was sent to Umatilla on 4/25/2023.*
 - *We are coordinating our next meeting with Umatilla.*
- **Warm Springs.**
 - *The project team met with Warm Springs Natural Resources group on 4/11/23 and presented a project update and introduced the Draft Treaty MOA to the group.*
 - *The project team also meet with the Warm Springs Council on 4/12/23 to update them on the project.*
 - *A request to use the tribe's logo and to obtain a letter of support for the project was also requested of the tribe. They are considering the request. Sample letters of support were provided to them for reference.*
 - *The project team is working on setting up a 2nd meeting with the tribe to advance discussion around the Treaty Tribe MOA.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *A meeting was held with ODOT on 3/7 with Region 1 staff and Headquarters Procurement staff to discuss their role on the upcoming PDB Procurement. Robert Wattman will be our point of contact and backed by Sam Hunaidi. A number ODOT technical staff were also at the meeting and provided input into how to move forward. WSDOT also attend this meeting.*
- *A meeting was held with ODOT procurement and alternative delivery team on 4/4/23. The ODOT team informed us they do not use Oregon Buys for their procurements. Our team is looking at doing our own procurement following FHWA and State procurement regulations.*
- *A meeting was held with FHWA on 2/16 to discuss their role on the upcoming PDB Procurement and a monthly recurring meeting has been set up.*
- *A meeting was held with WSDOT on 2/23. WSDOT has provided a point of contact for the PDB team to work with on the RFP development.*
- *Preliminary drafts of the RFP/RFQ sections are being assembled and task lead meetings are being held to coordinate the development of the RFP/RFQ. The team is also drafting the evaluation criteria for the procurement.*

KEY STAKE HOLDERS

RAILROAD

- *Kickoff/Update meeting was held with BNSF on 1/25/23, they indicated the new bridge should accommodate a future triple track and a 30' vertical clearance. At this time these are not seen as major impacts to the project.*
- *Coordination of work activities over the track will be critical do to the high volume of usage.*
- *BNSF did not anticipate long review periods given their current workload, they indicated that they had adequate capacity to support the coordination needed on this project.*

GEOTECHNICAL

- *The two Oregon on land borings were completed on Feb 6th and the draft report is in review. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the PORT will be asked to fund the tribal monitoring costs.*
- *Underwater drilling is scheduled to start June 19th and last 5 weeks.*
- *The drilling team has visited the site and coordination has begun with the Port on access from the boat ramp.*
- *Notifications are being developed to keep Marina users informed of the work that will be going on.*

SURVEY

Completed work

- *Additional right of way research and calculations completed*
- *140+ RW documents received from ODOT and are being reviewed*
- *APS locating underground utilities on Washington side*
- *Washington utility locates mapped and added to basemap*

Upcoming work

- *Complete right of way calculations in OR and WA*

RIGHT OF WAY

- *Coordination has begun with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *Our right of way team is coordinating with the two property owners in Washington that will need to provide Right of Entry for the geotechnical borings. The two owners are a private owner and Klickitat County. We have received the ROE letters from both.*
- *The SDEIS preferred alternative does indicate a potential whole take of the private landowner and we will need to coordinate with the BSWG and PORT on when to move forward with discussion with the landowner on this action.*

PERMITTING

- **SHPO Permit for Upland Work in Oregon** – This permit was issued on 1/19/23. CTOGR included some standard stipulations in their permit comments. The Oregon UPLAND boring work can proceed and is scheduled for next week.
- **USACE Permit** – USACE issued a provisional permit in late December. They will finalize the permit once DEQ provides the 401 C water quality certification. DEQ has until April 25th to issue the certification or request more review time from USACE. All SHPO/tribal coordination for the in-water and WA. Borings has been completed by USACE with support from ODOT. Archaeological monitoring will be required for the single upland boring on the WA. side of the river
- **DEQ Permit** – The permit application was submitted to DEQ on 1/13/23. Expect DEQ to issue the 401 C in the next 2-3 months. As noted above, once DEQ issues their permit USACE will issued their final permit verification. USACE is just waiting on DEQ. DEQ has until April 25th to issue the certification or request more review time from USACE.
- **DSL Short Term Access Agreement** – This approval was issued in September 2022.
- **DSL No Permit Needed Letter** – This letter was issued January 18, 2023 confirming the work does not require a DSL Removal-Fill Permit.
- **WDFW Hydraulic Permit Approval** – The original HPA was modified with new project information and schedule on January 11th. The HPA includes several standard BMPs and notification requirements. Notification must be made at least three days prior to in-water work on WA. Side.
- **City of White Salmon SEPA and SMP Exemption Letter** – The final letter from City confirming 7eotech work is except from SEPA and SMP was issued on January 23, 2023.
- **WDNR Aquatic Lands ROE Permit** – We received the requisite signatures from Klickitat Co. and Shin Jin Ko on February 2, 2023. We will submit the application (JARPA) to WDNR by COB February 3, 2023. Expect two months for DNR to issues the ROE permit. We have coordinated recently with WDNR regarding insurance certifications for the Port and drilling contractor and they have told us the application is complete and we should see the ROE permit in the next few weeks.
- **NMFS Slopes V Compliance** – The USACE has determined that the work as proposed will result in No Effect on listed fish based on the standard BMPs to be included (SLOPES V BMPs) and the short duration, confined nature of the work. We were able to avoid getting NMFS involved.

When USACE issues the verification, it will also include the necessary ESA/NMFS compliance. The provisional verification discusses this and application of SLOPES V. So this

task/compliance need will get completed when USACE issues the permit (without NMFS involvement), which will happen once the DEQ permit lands.

- The DEQ permit application was submitted to DEQ on 1/13/23 after they issue their permit USACE will immediately take the “provisional” moniker off of the provisional verification. Once submitted WDNR should be able to turn around the permit within two months. There is a \$25 fee for this permit.

FINAL EIS/RECORD OF DECISION

- Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>
- Responses were provided on 3/28/23 to ODOT for the from ODOT Liaisons related to the Biological Assessment and their writing of the Biological Opinion. (See Packet)
- Email from Cindy Callahan at FHWA on 3/28 re-establishing the communication process that should be followed until the signing of the Biological Opinion. (See Packet)
- A coordination meeting was held with the Project Team, NOAA and FHWA on 3/29/23. NOAA indicated that once the liaison receives the updated BA anticipated to be in the next two weeks and all comments are closed that it would take 90 Days to complete the BO and then an additional 45 Days for NOAA’s full review including their legal review. This would set the new anticipated date to receive the signed BO around Sept 1, 2023.
- A monthly recurring coordination meeting has been set up with Cindy Callahan – Senior Biologist (FHWA) and Rod Thompson – State Environmental Engineer (ODOT)
- FHWA provide two additional questions from the ODOT liaison. One involving the engineering review being done by ODOT region 1 and a second around Southern Resident Killer Whales (SRKW’s) and their critical habitat. There is a new requirement since the original BA submittal to provide a short analysis of the effects on SRKW’s. Response has been provided to FHWA.
- Email from ODOT indicated the BA update is being circulated through region one for engineering review. We have resolved all comments/questions from the ODOT engineering review.

OTHER ITEMS

KEY MEETINGS

Date:	Subject:
4/4, 4/18, 4/25	Port Staff Meeting
4/4	Coordination with ODOT Alt Delivery Team
4/4	Port Spring Planning Session
4/4, 4/18	Port Commission Meeting
4/5	CTUIR Coordination Meeting

4/5	<i>RBMC/ODOT/FHWA Biological Opinion Coord</i>
4/6	<i>ARDOT PDB Coordination</i>
4/7	<i>Geotech Boring Coordination with PORT</i>
4/10	<i>RBMC Monthly Task Lead Coordination</i>
4/10, 4/17, 4/24	<i>Weekly WSP Coordination</i>
4/10	<i>Weekly RBMC Director Update</i>
4/10	<i>CRGC Coordination Meeting on NSA Management Plan</i>
4/11	<i>Warm Springs Tribe Coordination</i>
4/12	<i>Warm Springs Council Meeting</i>
4/12, 4/19, 4/25	<i>HRWSBR Communication Coord</i>
4/12, 4/27	<i>WSP/ODOT/FHWA Cultural Resources NEPA Coordination</i>
4/17	<i>HRWSBR – BSWG Working Session</i>
4/18	<i>WSTC Commission</i>
4/20	<i>HRWSBR – FHWA PDB Coordination</i>

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Executive Director's Report
May 2, 2023

ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

- *The two candidates for Port of Hood River Commission Position No. 5 are scheduled to attend the May 11 Rotary meeting to discuss their candidacies.*
- *The Executive Director offered to meet with the two candidates to give an update on Port projects and plans. Both candidates were invited to attend the Port's Budget Committee meeting.*
- *Attended the Hood River County Transportation Coordinating Meeting at the Hood River Fire Station on April 25. ODOT Region 1 Administrator, Rian Windsheimer, was in attendance. This is an annual event allowing transportation professionals in the region to discuss projects and initiatives.*
- *Met with pFriem General Manager, Rudy Kellner, and CFO, Sonya White, and Port staff for a tour of the pFriem brewing facility on April 20th.*
- *Appeared on Mark Bailey's KHR morning show on April 17 to discuss Port projects.*
- *Spent much of the week working with Finance Director reviewing draft budget and writing the Budget Message.*
- *Attended Hood River Valley Parks & Rec District board meeting on April 19. The district board continues to prepare for either a new park operating levy or prepared food tax for spring of 2024.*
- *Met with Mark Libby to review the 30-year Bridge Capital Improvement Plan. Discussions led to staff bridge project recommendations in FY24 budget.*
- *Joined the Waterfront Manager and Finance Director for a tour of waterfront parks. Daryl did a nice job of describing the facilities and challenges that the Port experiences during the summer.*
- *Presented at City of Hood River's Council Meeting on April 24th to give background on the Bridge Authority Commission Formation Agreement (CFA). CFA was adopted by the City. Hood River County adopted the CFA at a special meeting on April 26th. All six Bi State Working Group (BSWG) agencies have adopted the CFA and a signing ceremony occurred on May 1st.*



Greg Hagbery, Kevin Greenwood, Debbie Smith-Wagar, Rudy Kellner and Sonya White tour pFriem's Port facility.

- *Attached to report is a letter from Washington State Senator Curtis King updating the Port on funding for the Bridge Replacement project. \$15M was moved forward to the biennium starting July 1. In addition to the \$75M already committed, the legislature is working to procure another \$50M for the project.*
- *Lindsay McClure, MCEDD Energy & Project Manager, submitted an Energy Council FY23 Accomplishments and FY24 Funding Request. Last year the budget included a \$10k contribution to the Energy Council, and staff is recommending the same this year.*
- *Commissioners interested in attending the Pacific NW Waterways (PNWA) summer conference in Everett, Washington, June 21-23, please contact Genevieve for details.*
- *Executive Director will be taking June 22-29 for summer break.*

FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR

- *The majority of Finance Department activities during this period involved FY23-24 budget preparation and toll system programming and hardware needs.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Staff has been in touch with the owner of the fish wheel and he has expressed interest in moving it. Laird Davis, a member of the Waterfront Committee, is working with him to facilitate the removal. The kiting community has offered to help dig it out. It has yet to be determined if it will leave the sandbar by land or water.*
- *Staff is working with the Hook concessions towards accommodation for their employee parking. The current plan would allow them temporary use of the “dog park” area to the east of the Hook.*
- *The Gorge Sailing Team (the local High School sailing team), has taken home top honors in the State Championships. These are the kids you see sailing in the Marina and on the Columbia every day after school.*

DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff is researching options to continue LTL freight transfer operations to continue at the waterfront during the summer through utilization of the east portion of the Maritime lot. Through interviews it has become apparent that there are no other readily viable options for freight transfer operations in Hood River. The concern is the ramifications terminating operations along Portway will have to overall freight costs for local business and consequentially, higher prices for the end consumer.*
- *A rooftop HVAC unit at the Big 7 will require capital investment to repair/replace. The unit was installed in 1990.*

- *The Kick-Off for the Lower Mill Market Analysis was conducted on 4/27 with ECONorthwest. A further detailed schedule for the 3-month production period will be provided once received.*
- *Staff is working to submit an EDA Grant application for further funding towards the Anchor Way/1st Street/Lot 1 project.*
- *Staff is working with Business Oregon to assess grant opportunities for an analysis of the 2nd Street/Riverside Drive intersection, to pursue options to resolve trip counts generated from existing and future business development on the waterfront.*

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *The AAC met on Thursday 4/20/2023. Among the topics discussed was a recommendation for the 2024 T-Hangar rate increase. The AAC recommended by a vote of 6-1 to use CPI as the metric for increase with a cap at 5% for this year alone and to reassess the recommendation for 2025.*
- *Members of the public attending the AAC meeting requested that every two years the Port conduct a study to determine how their rates compare to regional airports.*
- *Staff is reviewing the existing policy of not allowing maintenance activities to take place in T-Hangars to assess if this activity could be allowable for 2024, per AAC members request.*
- *Staff is looking to schedule MASCOTT, the Fuel Tank manufacturer to be on-site to install the final components, clean and certify the Fuel Tank system for operation mid-May.*

BRIDGE/TRANSPORTATION – JOHN MANN, FACILITIES DIRECTOR

- *Facilities relocated conduit at airport for new fuel tank electrical.*
- *Dick Sohler preparing electrical for new fuel tank.*
- *Re-stenciling parking lots, (parking lines, arrows, and handicap access)*
- *4-27-23, 1 hour bridge closure due to broken tie rod end on a truck pulling a trailer, towed off.*
- *4-28-23, maintenance bridge lift 5am.*
- *5-3-23, single lane closures at toll house for gravel removal (prior to 6am).*
- *Ryan getting familiarized with the contracts that are getting ready to start.*
- *Starting the hiring process for summer help (open bathrooms)*

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Washington State Senate

Olympia Address:
PO Box 40414
Olympia, WA 98504-0414
E-mail: curtis.king@leg.wa.gov

Senator Curtis King
14th Legislative District

Telephone:
(360) 786-7626
Toll-Free: 1-800-562-6000

April 22, 2023

Kevin Greenwood
Port of Hood River
1000 E Port Marina Drive
Hood River, OR 97031

Dear Kevin,

I wanted to provide you an update on Washington State's approved funding for the Hood River Bridge replacement project.

Today our state legislature passed the transportation budget, which allocated funding through the next three biennia. Here is a breakdown of the bridge replacement funding, as approved:

2023-2025 biennium: \$15 million dollars

2025-2027 biennium: \$30 million dollars

2027-2029 biennium: \$30 million dollars

In addition, we are working to procure an additional \$50 million for the bridge replacement project within this same time frame. I will keep you updated on these continued efforts as we move forward.

Washington State looks forward to Oregon matching our intended contribution of \$125 million dollars towards this important bridge replacement project. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis King", written over a white background.

Senator Curtis King
14th Legislative District
curtis.king@leg.wa.gov

Committees: Labor, Commerce & Tribal Affairs, Ranking Member • Transportation, Ranking Member • Rules

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Memorandum

To: Port of Hood River Board of Commissioners
From: Lindsay McClure, MCEDD Energy & Project Manager
Date: April 10, 2023
Re: Energy Council FY23 Accomplishments and FY24 Funding Request

Request

The Hood River County Energy Council requests the following from the Port Commission:

1. Review the below update on Energy Council progress in the last fiscal year.
2. Consider a Fiscal Year 2024 funding request of \$20,000.

Energy Plan Implementation Progress in FY2023

In its fourth year, the [Hood River County Energy Council](#) — in partnership with local governing bodies, [Mid-Columbia Economic Development District \(MCEDD\)](#), [Energy Trust of Oregon](#), and others — made significant progress in several key [Hood River County Energy Plan](#) areas. The following are highlights from the work completed by the Energy Council, staff, or partners to support the goals outlined in the Hood River County Energy Plan:

- **Solarize Hood River County:** The Energy Council collaborated with Energy Trust of Oregon, [Solar Oregon](#), and [The Next Door Inc.](#) to host a Solarize campaign that supported homeowners who were interested in installing solar or solar + storage by providing educational workshops and the opportunity to sign up for installation with pre-vetted solar contractors. Campaign materials and workshops were offered in both English and Spanish. Over 60 people attended workshops, and over 100 households requested custom solar or solar + storage bids.
- **Creating Equitable Access:** The Energy Council worked with Energy Trust of Oregon and The Next Door Inc. to assess needs and interests and to support increased access to energy efficiency and solar resources among low-to-moderate income and Latino/a/Hispanic communities in Hood River County. A report on this work is forthcoming and will identify next steps we can collaborate on to improve this access together.
- **ODOE Community Renewable Energy Grant Program (C-REP):** Staff worked with critical facilities around the county to prepare and submit applications for ODOE C-REP funding in February, including the following:
 - Hood River County applied for planning funding for solar + storage at Mt. Hood Town Hall. Energy Council staff drafted the application and supported gathering the necessary information for submission in partnership with County staff and Mt. Hood Town Hall board members.
 - The City of Hood River reapplied for construction funding for the Dee Bridge in-line hydropower project. Energy Council staff supported the City with narrative revisions for their resubmission.
 - The City of Cascade Locks applied for construction funding for a solar + storage microgrid at Cascade Locks City Hall. Energy Council staff gathered necessary information and drafted the application with input from City of Cascade Locks staff and other stakeholders.
 - The above projects support the Energy Plan's resilience and energy independence goals.
 - An additional round of ODOE C-REP funding is expected to open in fall of 2023, and the Energy Council would be happy to support a Port application if there's interest.
- **Energy Council Website Development:** The Energy Council is developing a website that aims to help our community stay updated and engaged with the Energy Council's work. The website will include details about the history of energy planning in Hood River County, project updates, details

about the Hood River County Energy Plan, energy resources for Hood River County residents, and more.

- **Energy Council Diversity, Equity, and Inclusion (DEI) Workshops:** The Energy Council worked with Hyland Solutions to host two one-hour DEI workshops for the Energy Council and key partners. The first workshop focused on developing shared language and understanding foundational DEI concepts. The second workshop was focused on crafting an equity lens and guiding questions the Energy Council can use when making decisions, developing projects, and prioritizing resources. The Energy Council agreed to use the equity lens guiding questions developed as part of these workshops during project planning and implementation.
- **EVs for Everyone:** The Energy Council Transportation and Land Use subcommittee hosted a lunch-and-learn webinar for Hood River County residents that featured speakers from [Forth](#), [OpConnect](#), Pacific Power, and the City of Portland. Breakout rooms split the audience into those who were interested in information about personal vehicles and those who were interested in fleets and business uses.

Funding Requests

Since 2019, the Energy Council has requested annual financial support from governing bodies to support the Energy Council in implementing the Hood River County Energy Plan. This local support has enabled staff time to coordinate the above activities and has leveraged investments from Business Oregon, Oregon Community Foundation, Energy Trust of Oregon, and Meyer Memorial Foundation as well as significant expertise and capacity from the volunteer members of the Energy Council.

For FY 2024, the Energy Council is presenting a level request for annual funding of \$20,000 from the Port of Hood River. The Port provided \$10,000 in response to this request in this last fiscal year. The Energy Council is making the same request of the two other governing bodies served by Energy Trust of Oregon to align with the additional funding resource opportunities as well as a smaller request of \$5,000 to the governing body outside of Energy Trust of Oregon territory. These requests will support plan implementation through the following:

- **Work plan growth.** The Energy Council and its partners have worked with potential project owners to connect them with resources and help projects move toward shovel-ready status. Continuing this momentum with active project support around implementation will be critical to ensuring Hood River County communities are able to leverage the new resources available for renewable energy and energy resilience at the state and federal levels.
- **Ensuring sustainability of the Energy Council.** Staff and Energy Council will continue to seek outside resources to support plan implementation as they are available, but local commitment is critical to meeting its objectives. Local commitment also provides the flexibility to meet local needs rather than aligning work with funder priorities.

With this support and as part of its work plan, the Energy Council will also seek to provide technical assistance for projects that are particularly relevant to the Port of Hood River:

- The Energy Council will continue to support the Port as it pursues opportunities to integrate renewable energy and energy efficiency measures at Port-owned and Port-operated properties, including working with ETO to coordinate a design and feasibility study for solar at the Ken Jernstedt airport and following through with next steps toward implementation should the feasibility study indicate a strong opportunity.
- Supporting the Port in pursuing cost- and energy-saving measures at Port facilities, beginning with an energy audit. Additionally, [Energy Trust of Oregon's Strategic Energy Management \(SEM\)](#) program offers resources and incentives to support this work in exchange for the Port investing staff time in the process.

- Supporting the Port with energy-related Port projects through project development, resource identification, and grant application support. When the annual strategic plan priorities are available, the Energy Council staff will review this information and proactively share areas where we see opportunities for additional support to execute Port priorities.
- Providing outreach activities to spread awareness of newly available energy efficiency and renewable energy resources for residents and business owners in addition to governmental entities.
- Providing ongoing support of the Clean Rural Shared Electric Mobility (CRuSE) pilot car share program, the first EV car share in the state of Oregon. CRuSE project partners are working to ensure that EV car sharing will continue to be available to Hood River residents once this pilot program concludes in June 2023, either by extending this program or by replacing it with a similar program such as GoForth, which is operating in cities across the state and will be starting operations in Bingen/White Salmon soon. The Energy Council thanks the Port for its steadfast support of this program and will continue to collaborate to ensure that EV car sharing is available in our community.
- Supporting the Port in developing a streamlined, sustainable pathway for accessing federal and state funding for energy resilience and efficiency projects that are of interest.
- Partnering with Energy Trust of Oregon to leverage resources that will become available through a FEMA grant to implement items of interest from the following scope of work:
 - Data collection, validating/correcting existing data sources, and collaborative data analysis to identify gaps in infrastructure and develop a community-specific vulnerability index to be used for energy resilience and other work.
 - Supporting communities in getting a copy of Building Code Effectiveness Grading Schedule (BCEGS) report or completing BCEGS process to increase competitiveness for FEMA project funding.
 - Coordinating with critical facility site owners and third parties on microgrid feasibility studies.
 - Developing a model for pursuing federal funding through direct local government application or public/private partnerships.

If the Port is interested in more targeted project management support for these or other projects, the Energy Council is happy to work with Port staff to discuss opportunities for providing the additional capacity needed to move energy projects forward.

Please provide any feedback on this request and consider it as part of your annual budgeting process. Energy Council staff is happy to participate as needed to support inclusion.

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Genevieve Scholl

From: Pacific Northwest Waterways Association <anthony.pena+pnwa.net@ccsend.com>
Sent: Tuesday, April 25, 2023 1:51 PM
To: Genevieve Scholl
Subject: REGISTRATION OPEN: 2023 PNWA Summer Conference in Everett, WA!



***Register Today for the
PNWA Summer Conference!***



**Join us from Wednesday, June 21st to Friday, June 23rd,
at the Hotel Indigo in Everett, Washington!**

Join us at the [Hotel Indigo](#) in Everett, WA, on June 21-23 for the PNWA Summer Conference! This year's event will feature engaging speakers and panelists covering various topics, including infrastructure, transportation, trade, recreation, and more! This is the perfect opportunity to stay informed on the PNWA issues as we hit the

mid-year turning point and engage with fellow industry colleagues and agency partners. We can't wait to see you there!

[Registration is now open!](#)

- Early bird registration for the convention is \$450
- Beginning March 29, registration will be raised to \$500

Visit our [event webpage](#) for additional information!

Sponsorship opportunities are available!

Sponsorship at the PNWA Summer Conference will increase your visibility with over 150 member organizations, including Northwest ports, shippers, facility operators, and more. We welcome contributions at the ***Bronze (\$500), Silver (\$800), Gold (\$1,000), and Platinum (\$1,500) levels***, and sponsors will receive exposure on our website and through our social media channels, features in our publications sent to over 700 industry partners, and recognition throughout the event!

[Click here for details on each level](#) or contact [Anthony Pena](#) directly for more information.

Visit our [webpage](#) for more information on the Summer Conference and sponsorship opportunities for your organization!

Draft Agenda (Subject to Changes)

June 21:

10am – 12pm: PNWA Executive Committee Meeting (Exec. Comm. members only)
1pm – 4pm: PNWA Summer Conference Kick-Off and General Session
5pm – 7pm: PNWA Summer Reception

June 22:

8am – 4pm: Summer Conference General Session (breakfast and lunch served)
4pm – 5:30pm: Inland Ports & Navigation (IPNG) Meeting (all members welcome)

June 23:

8am – 11am: PNWA Board Meeting (all members welcome)

Hotel Information

[Hotel Indigo](#) | 1028 13th Street, Everett, WA 98201 United States | (425) 217-2772 | info@indioeverett.com

Check in: 3:00 PM | Check out: 12:00 PM

~ Special PNWA room rates of \$159 (King) & \$169 (King with balcony) available through May 29 ~

Hotel Indigo Everett Waterfront is located on the Port of Everett's Marina at the Waterfront Place and opened in October 2019. Nestled in the heart of downtown Everett, the hotel is the perfect base for exploring the area's rich history, cultural attractions, and outdoor adventures.

Pacific Northwest Waterways Association | 4224 NE Halsey Street, Suite 325, Portland, OR 97213

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