



PORT OF HOOD RIVER COMMISSION
REGULAR MEETING AGENDA
Tuesday, June 20, 2023
Port of Hood River Conference Room
1000 E. Port Marina Drive, Hood River

1. **Call to Order – 5:00 p.m.**
 - a. Modifications, Additions to Agenda
 - b. Open Public Hearing on Toll Increase Resolution**
 - c. Public Comment (5 minutes per topic, 30 minutes maximum total) (*Written Public Comment, Page 3*)

2. **Consent Agenda**
 - a. Approve Minutes from the June 6, 2023 Regular Session (*Patty Rosas, Page 5*)
 - b. Approve Resolution 2022-23-17 Setting Rates, Fees, and Charges (*Kevin Greenwood, Page 9*)
 - c. Approve Contract Renewal with Radcomp for IT Services (*Debbie Smith-Wagar, Page 19*)
 - d. Approve Contract with Wiss Jansey Elstner for Wire Rope Project Management (*Kevin Greenwood, Page 41*)
 - e. Approve Task Order 9 with PSquare for Electronic Tolling System Services Not to Exceed \$214,013 (*Debbie Smith-Wagar, Page 63*)
 - f. Approve Lease Agreement and Helicopter Hangar Agreement with Cloud Cap, Inc. at the Wasco Building and the Airport (*Greg Hagbery, Page 71*)

3. **Informational Reports**
 - a. Bridge Replacement Project Update (*Michael Shannon, Page 109*)

4. **Presentations & Discussion Items**
 - a. Bridge Authority Toll Increase Public Input Summary (*Michael Shannon, Page 119*)
 - c. Close Public Hearing on Toll Increase Resolution**

5. **Executive Director Report** (*Kevin Greenwood, Page 131*)

6. **Commissioner, Committee Reports**

7. **Action Items**
 - a. Approve Resolution 2022-23-18 Establishing an A/R Aging Risk Mitigation Policy (*Debbie Smith-Wagar, Page 167*)
 - b. Approve Resolution 2022-23-19 Authorizing All-Electronic Tolling Operations 10:00PM – 6:00AM All Days (*Debbie Smith-Wagar, Page 171*)

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

9. **Commission Call**
 - a. Recognition of the Service of Commissioner Hoby Streich (2002-2023)

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.*

From: [Doug Ellenberger](#)
To: [Ben Sheppard](#); [Heather Gehring](#); [Mike Fox](#); [Kristi Chapman](#); [Hoby Streich](#); kcampbell@campbellphillipslaw.com; [Kevin Greenwood](#); [Genevieve Scholl](#); mwshannon@hntb.com
Subject: Bridge Closure Will Negatively Affect our Business
Date: Thursday, June 15, 2023 7:59:31 AM
Attachments: [Outlook-yzk4xb3g.png](#)

Port of Hood River Commission and Executive Director.

I am writing to voice my sincere concerns over the looming bridge closures.

I actually cut and pasted this from the email I sent in May of 2019. The biggest difference between then and now is the time of year you are making this poor decision. As an owner of a business that relies on summer tourism to make the money to carry us through the winter months, your decision will seriously affect my business and employees. I strongly request that you change the time of the bridge closure to 10:30 or 11pm. I also strongly request that you make a policy at the port to never close the bridge this early again barring emergency situations.

I would like to first thank you all for your hard work on keeping the old bridge alive for all of us to use. I know that it's not an easy task. Second, I would like to say that it is not my nature to complain about much at all. As a business owner, I also accept that you have to make some decisions that are not popular with everyone.

I do think that you have made a mistake in closing the bridge at 9pm for repairs needed. This has and will have a major impact on countless businesses and people of The Gorge who rely on this bridge so heavily. Personally, my business employs many Oregonians who now have to completely re-arrange their schedules and lives to get back at such an early hour. Financially, our business is, and will continue to take a hit due to the many customers who are now feeling too pressured by the time crunch to come over for dinner. As the owner of Brewery in a small town, you tend to hear a lot of the concerns and issues of the community. A lot of families have started to voice concerns that they do not even have the time to get their kids back home from sports practices, lessons, or any events. I know that these concerns are shared by business owners and community members on both sides of the river.

I truly feel like you have made a mistake in closing the bridge so early in the evenings. This mistake has a huge impact on our entire community. I very much urge you all to seriously reconsider this early closure time and take the steps to prevent such issues in the future.

I thank you for your time.

Doug Ellenberger
Owner/Brewmaster

www.everybodysbrewing.com

Beer For All!

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

Regular Session

PRESENT: Commissioners: Ben Sheppard, Kristi Chapman, and Hoby Streich. **Legal Counsel:** Kristen Campbell.
Staff: Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, and Patty Rosas.
Guests: Joanne Pollack

ABSENT: Heather Gehring, Mike Fox, Daryl Stafford, Ryan Klapprich, Michael Shannon

MEDIA: Noah Noteboom, Columbia Gorge News

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) Commissioner Hoby Streich requested that staff directives be reviewed in public session after executive session.

b. **Open Public Hearing on Approved Budget for Fiscal Year 2023-2024** President Sheppard opened the public hearing at 5:02 p.m.

c. **Public Comment:**

1) **Joanne Pollack**, Hood River Resident, expressed her concern regarding the new parking fees. Pollack proposed a fee reduction for local residents and volunteered to do further research on the feasibility of her proposal.

2. CONSENT AGENDA:

- a. Approve Minutes from May 16, 2023 Regular Session
- b. Approve Maintenance Agreement extension contract term with Kapsch TrafficCom USA for June 2023 – May 2024
- c. Approve Issuance of RFP for Financial System Software
- d. Approve Contracts with Boswell Consulting Services, Thorn Run Partners, and Summit Strategies for State and Federal Government Affairs Consulting Services
- e. Approve Accounts Payable with Campbell Phillips in the Amount of \$9,757.50

Motion: Move to approve consent agenda

Move: Hoby Streich

Second: Kristi Chapman

Discussion: None

Vote: **Aye:** Ben Sheppard, Kristi Chapman, and Hoby Streich

Absent: Mike Fox, and Heather Gehring

MOTION CARRIED

3. INFORMATIONAL REPORTS: Bridge Replacement Project Update accepted as written.

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Resolution Setting Rates, Fees, and Charges (ORS 294.160)** – Kevin Greenwood, Executive Director, provided a brief overview of the modifications to the Rates, Fees and Charges Resolution (“Resolution”). One change was the parking rate for overlength vehicles at the Event Site that has been reduced to \$15 per day. Staff recently became aware that daily parking rates exceeding \$15 per day would eliminate recreational immunity protection. The revised Resolution will be added

to the consent calendar on June 20. Once the Resolution is approved new rates will not be implemented for another year.

5. **EXECUTIVE DIRECTOR REPORT:** Greenwood commented that he will be on vacation from June 22 to June 30. Greenwood also noted that a line item for the speed cameras has been added to the budget resolution. Commissioner Hoby Streich stated that staff have full authority to address and eliminate illegal parking at the Hook. Greenwood noted that the homeless camp south of Wells Island has been cleaned up. Commissioner Sheppard requested that staff coordinate with the Commission to schedule board meetings for July and August. Suggested dates were July 11 and August 8 or 15.

6. **COMMISSIONER, COMMITTEE REPORTS:**

a. **Urban Renewal Agency (URA)**– Commissioner Kristi Chapman noted that the URA will be having a meeting on June 12 to adopt a resolution that includes all taxable buildings at the Waterfront including Lot 1 and Lot 900. Lands with no buildings such as Nichols Basin and the Hook have been removed to allow for acreage that was needed to maximize the west side district, while also being able to keep the waterfront district with taxable income. Commissioner Chapman also attended the Visit Hood River meeting and was informed that there was a 25% decrease in lodging during the first quarter.

7. **Close Public Hearing on Approved Budget for Fiscal Year 2023-2024** President Sheppard closed the hearing at 5:24 p.m.

8. **ACTION ITEMS:**

a. **Approve Resolution No. 2022-23-15 Authorizing the Budget Transfer for the FY 2022-23 Budget.**

Motion: Approve Resolution No. 2022-23-15 authorizing the Budget Transfer for the FY 2022-23 Budget.

Move: Kristi Chapman

Second: Hoby Streich

Discussion: None

Vote: **Aye:** Ben Sheppard, Kristi Chapman, and Hoby Streich

Absent: Mike Fox, and Heather Gehring

MOTION CARRIED

b. **Approve Resolution No. 2022-23-16 Adopting the FY 2022-23 Budget.** Debbie Smith-Wagar, Finance Director, noted that there are two recommended adjustments. The first adjustment is to add \$150,000 to the Toll Bridge Operations capital outlay. The second adjustment is to provide assistance for building improvements to the Halyard building. The total amount of their request is \$137,901.

Motion: BE IT RESOLVED that the Board of Commissioners for the Port of Hood River hereby adopts the budget for fiscal year 2023-24 in the total amount of \$48,107,085 and hereby imposes the property taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district.

Move: Hoby Streich

Second: Kristi Chapman

Discussion: None

Vote: **Aye:** Ben Sheppard, Kristi Chapman, and Hoby Streich

Absent: Mike Fox, and Heather Gehring

MOTION CARRIED

- 9. COMMISSION CALL:**
 - a. Commissioner Chapman requested that the Budget Resources graph highlight the Property Taxes section of the graph and be posted on the Port of Hood River website.

- 10. CONFIRMATION OF DIRECTIVES:**
 - a. Staff to coordinate and schedule board meetings for July and August.
 - b. Staff to revise Budget Resource graph and post to the Port of Hood River website.
 - c. Staff to rebuild their financial policy.

- 11. EXECUTIVE SESSION:** President Sheppard recessed Regular Session at 5:29 p.m. to call the Commission into Executive Session under ORS 192-660(2)(e) – Real Property Transactions, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation.

- 12. POSSIBLE ACTION:** The Commission was called back into Regular Session at 6:03 p.m. No action was taken as a result of Executive Session.

A discussion ensued regarding financial operations at the Port. The Commission suggested a financial audit from an outside audit firm. Smith-Wagar commented that an outside audit firm would review what the common practices are and provide recommendations. Smith-Wagar believes that education for staff might be more beneficial, as well as rebuilding their financial policy. The Commission consensus was for staff to rebuild their financial policy and present it to the Commission.

- 13. ADJOURN:** The meeting was adjourned by unanimous consent at 6:10 p.m.

Ben Sheppard, President

ATTEST:

Michael Fox, Secretary

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Commission Memo



Prepared by: Kevin Greenwood
Date: June 20, 2023
Re: Rates, Fees and Charges Resolution

This item was presented and discussed at the Commission's June 6th regular meeting. No changes to this resolution have been made.

RECOMMENDATION: Approve Resolution 2022-23-17 Setting Rates, Fees, and Charges for Fiscal Year 2023-24.

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**PORT OF HOOD RIVER
Resolution No. 2022-23-17**

A RESOLUTION SETTING RATES, FEES, AND CHARGES

WHEREAS, ORS 294.160 requires the governing body of a unit of local government to provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase; and

WHEREAS, the Port of Hood River seeks to streamline the process for setting rates, fees, and charges with a single, annual resolution; and

WHEREAS, the Port Commission seeks to achieve financial self-sustainability in all areas of Port operations by June 2026 (Res. No. 2022-23-14), including the airport, marina, waterfront parks, port-owned buildings and developments; NOW THEREFORE;

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Waterfront and Marina Rates & Fees for service. Effective July 1, 2023.

Waterfront Concessions	FY 22-23 Rate/Fee	FY 23-24 Rate/Fee	% Change
Club CGWA- The Hook- Non-Profit 6 month term	\$ 1,500.00	\$ 1,500.00	0
Club- Outrigger Canoe Club- Nichols Basin- Non Profit 7 month	\$ 1,500.00	\$ 1,500.00	0
Lesson Rental Jet Ski Slip at the South Basin Dock- annual per ski	\$ 150.00	\$ 150.00	0
Lesson/Rental Event Site Upper Dock- Large- 6 month term	\$ 3,696.00	\$ 3,696.00	0
Lesson/Rental Event Site Upper Dock- Small- 6 month term	\$ 1,848.00	\$ 1,848.00	0
Lesson/Rental Nichols Basin- 6 month term	\$ 2,772.00	\$ 2,772.00	0
Lesson/Rental The Hook- 6 month term	\$ 2,772.00	\$ 2,772.00	0
Lesson/Rental The Spit- 6 month term	\$ 2,772.00	\$ 2,772.00	0
Lesson/School Event Site Lower Dock South end-Non-Profit small- 6 month term	\$ 1,500.00	\$ 1,500.00	0
Lesson/School Gorge Jr. Sailing- South Basin- Non-Profit annual term	\$ 1,500.00	\$ 1,500.00	0
Mobile Concession Guide Service- SUP Downwind Tours- 6 month term	\$ 150.00	\$ 150.00	0
Mobile Concession Pedicab- 6 month term	\$ 150.00	\$ 150.00	0
Sailboat Charter- Marina Commercial Dock- 6 month	\$ 1,650.00	\$ 1,650.00	0
Storage Marina Park Shed- annual	\$ 1,848.00	\$ 1,848.00	0
Storage Maritime Parking- monthly	\$ 100.00	\$ 100.00	0
Storage Nichols Basin Shed Winter-monthly	\$ 200.00	\$ 200.00	0
Storage The Spit Winter Shed Sublease Port pays vendor- 6 month term	\$ (250.00)	\$ (250.00)	0
Storage The Spit Winter Shed Sublease- Sublessee pays Port- 6 month term	\$ 500.00	\$ 500.00	0
Electrical Service Fee Reimbursement – For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to port.	\$0.00	Billed cost of service	

Marina	FY 22-23 Rate/Fee	FY 23-24 Rate/Fee	% Change
Cruise Ship- Marina Basin North Jetty Commercial Dock fee per stop	\$ 350.00	\$ 350.00	0
Cruise Ship- Marina Basin North Jetty Commercial Dock Shuttle docking fee per stop	\$ 200.00	\$ 200.00	0
Cruise Ship- Marina Outside Bollards Jetty Docking fee per stop	\$ 150.00	\$ 150.00	0
Cruise Ship- Marina Outside Bollards Jetty Maintenance fee- annual	\$ 6,000.00	\$ 6,000.00	0
Cruise Ship- Marina Outside Bollards Utility fee per stop	\$ 35.00	\$ 35.00	0
Guest Dock overnight at boat ramp 20-29'	\$ 25.00	\$ 25.00	0
Guest Dock overnight at boat ramp 30-39'	\$ 30.00	\$ 30.00	0
Guest Dock overnight at boat ramp 40-49'	\$ 35.00	\$ 35.00	0
Guest Dock overnight at boat ramp 50-59'	\$ 45.00	\$ 45.00	0
Guest Dock overnight at boat ramp under 20' per night	\$ 15.00	\$ 15.00	0
Guest North Jetty Commercial Dock Private vessel 60-74' per day	\$ 75.00	\$ 75.00	0
Guest North Jetty Commercial Dock Private vessel 75-100' per day	\$ 100.00	\$ 100.00	0
Guest North Jetty Commercial Dock Private vessel 100-150' per day	\$ 145.00	\$ 145.00	0
Hood River Yacht Club- clubhouse- monthly	\$ 679.00	\$ 679.00	0
Hood River Yacht Club- South Basin Dock lease- annual	\$ 3,000.00	\$ 3,000.00	0
Hood River Yacht Club public restroom shower fee	\$.75	\$.75	0
Moorage Boathouse Slip Annual Assessment Fee	\$ 1,650.77	\$ 1,650.77	0
Moorage Boathouse Slip annual per square foot	\$ 1.66	\$ 1.66	0
Moorage Boathouse Slip Base Electric- annual fee	\$ 60.00	\$ 60.00	0
Moorage Boathouse Slip Base Water/Garbage- annual fee	\$ 60.00	\$ 60.00	0
Moorage Shell Dock- annual fee	\$ 429.00	\$ 429.00	0
Moorage Slips 30' and under A, B, and C North West facing- annual	\$ 1,668.00	\$ 1,668.00	0
Moorage Slips 30' and under C-Dock North East facing annual	\$ 1,876.00	\$ 1,876.00	0
Moorage Slips all Boat Docks Annual Assessment fee	\$ 442.55	\$ 442.55	0
Moorage Slips Over 30'-35'	\$ 2,028.00	\$ 2,028.00	0
Moorage Slips Over 35'-40'	\$ 2,240.00	\$ 2,240.00	0
Moorage Slips Over 40'-43'	\$ 2,399.00	\$ 2,399.00	0
Moorage Slips End Slip C-Dock North 43'-65'	\$ 3,240.00	\$ 3,240.00	0
Moorage Slip Sublease fee to the Port- set up fee	\$ 150.00	\$ 150.00	0
Moorage Dingy & Jet Ski Fee- must fit in the perimeter of slip with vessel-monthly	\$ 50.00	\$ 50.00	0
Moorage Annual Payment Late fee- per month	\$ 75.00	\$ 75.00	0
Marina Oil Spill Clean Up Fees – charge for each man hour at the established labor rate, equipment charges extra.	\$0.00	Actual billed cost of service	0
Electrical Service – at current Pacific Power electrical rate	Current Pacific Power Rate	Current Pacific Power Rate	0
Water Service – at current City of Hood River water rate	Current City of Hood River Rate	Current City of Hood River Rate	0

Impound Seizure Fee	\$0.00	Actual billed cost of impound + 10%	n/a
Marina Fuel Dock – Fuel rate at current Shell Station fuel price	Current Shell Station Fuel Price	Current Shell Station Fuel Price	0
Marina Boat Ramp Launch Fee	\$0.00	\$0.00	0
Marina Boat Ramp Parking Fee	\$0.00	\$2.50 per hour up to \$15 per day, or \$200 annual pass	0
South Basin Dock- Concession Jet Ski slip 6 month term	\$ 150.00	\$ 150.00	0
South Basin Dock- Float plane annual	\$ 1,487.00	\$ 1,487.00	0
South Basin Dock- Hood River Yacht Club floats- annual	\$ 3,000.00	\$ 3,000.00	0
South Basin Dock- Jr. Sailing floats- annual term (Included in Concession agreement)	\$ 1,500.00	\$ 1,500.00	0
South Basin Dock- Seasonal Lottery 6 month term	\$ 1,041.00	\$ 1,041.00	0
Sublease Initiation Set Up Fee	\$ 150.00	\$ 150.00	0
Sublease Renewal Fee	\$ 35.00	\$ 35.00	0
Marina Key card Moorage	\$ 35.00	\$ 35.00	0
Marina Key South Basin Dock	\$ 50.00	\$ 50.00	0
Marina Wait List Entry Fee	\$ 100.00	\$ 100.00	0
Marina Wait List Renewal Fee	\$0.00	\$0.00	0
Marina Wait List Retainage Fee	\$0.00	\$0.00	0
Marina Betterment Slip Change	\$ 35.00	\$ 35.00	0
Waterfront Event Permits	FY 22-23 Rate/Fee	FY 23-24 Rate/Fee	% Change
Picnic Shelter Up to 50 people exclusive use-per day (<i>Currently Inactive</i>)	0.00	\$ 0.00	0
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use up to 50 people per day	\$ 200.00	\$ 200.00	0
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use 50-100 people per day	\$ 325.00	\$ 325.00	0
Marina Park/ Hook/ Spit/ Lot #1/ Nichols Basin- not exclusive use Over 100 people per day	\$ 800.00	\$ 800.00	0
Marina Green- not exclusive use up to 50 people per day	\$ 200.00	\$ 200.00	0
Marina Green- exclusive use 50-100 people per day	\$ 350.00	\$ 350.00	0
Marina Green- exclusive use over 100 people per day	\$ 800.00	\$ 800.00	0
Marina Green- exclusive use over 200 people per day	\$ 1,300.00	\$ 1,300.00	0
Event Site September - June- not exclusive use up to 50 people per day	\$ 200.00	\$ 200.00	0
Event Site July & August- not exclusive use up to 50 people per day	\$ 300.00	\$ 300.00	0
Event Site September - June- not exclusive use 50-100 people per day	\$ 375.00	\$ 375.00	0
Event Site July & August- not exclusive use 50-100 people per day	\$ 500.00	\$ 500.00	0
Event Site September - June- exclusive use of grass area over 100 people per day	\$ 1,500.00	\$ 1,500.00	0
Event Site July & August- exclusive use of grass area over 100 people per day	\$ 2,200.00	\$ 2,200.00	0

Event Site September - June- exclusive use of grass area & parking lot over 100 people per day	\$0.00	\$0.00	0
Event Site July & August- exclusive use of grass area & parking lot over 100 people per day	\$ 1,800.00	\$ 1,800.00	0
All locations Event Set-up and breakdown days non exclusive use per day	\$ 300.00	\$ 300.00	0
Waterfront Parking	FY 22-23 Rate/Fee	FY 23-24 Rate/Fee	% Change
Event Site Day Pass regular sized vehicle 20' and under per day	\$ 15.00	\$ 15.00	0
Event Site Day Pass oversized vehicle over 20' per day	\$ 25.00	\$ 15.00	-40%
Event Site/Jensen West/Boat Launch Season Pass regular sized vehicle 20' and under annual	\$ 200.00	\$ 200.00	0
Event Site Season Pass Oversize vehicles over 20' over annual	\$ 350.00	\$ 350.00	0
On street parking all zones non commercial vehicles- per hour	\$ 2.50	\$ 2.50	0
Parking fine- overtime	\$ 20.00	\$ 20.00	0
Parking fine- non payment	\$ 40.00	\$ 40.00	0
Parking fine- parking in an unauthorized space	\$ 30.00	\$ 30.00	0
Parking fine- overnight (any time between 11PM and 6AM)	\$ 40.00	\$ 40.00	0
Parking fine- Trucks no pay or time expired Zone 6	\$ 50.00	\$ 50.00	0
Parking fine- Parking in Handicap, Fire Lane, or Other Prohibited Space	\$ 75.00	\$ 75.00	0
Parking Fine Payment Late Fee - overtime citation non-payment 30+/60+/90+/collections	\$ 25.00	\$ 25.00	0
Parking Fine Payment Late Fee - non-payment 30+/60+/90+/collections	\$ 25.00	\$ 25.00	0
Parking Fine Payment Late Fee - parking in an unauthorized space citation non-payment 30+/60+/90+/collections	\$ 25.00	\$ 25.00	0
Parking Fine Payment Late Fee - overnight citation non-payment 30+/60+/90+/collections	\$ 25.00	\$ 25.00	0
Parking Fine Payment Late Fee - parking in handicap, fire lane, etc. citation non-payment 30+/60+/90+/collections	\$ 40.00	\$ 40.00	0
Tow / Impound Seizure Fee	Cost of Tow + 10%	Cost of Tow + 10%	0
Removal of immobilization device	\$50.00	\$50.00	0

Section 2. Port Administration and Customer Service Fees. Rates become effective July 1, 2023.

Administrative Service	FY 22-23 Rate/Fee	FY 23-24 Rate/Fee	% Change
Hard copy of Public Improvement Project plans & specs packet	\$ 35.00	\$ 35.00	0
Public Information Records Request - staff time	\$20 per hour, billed in 15 minute increments	\$20 per hour, billed in 15 minute increments	0
Public Information Records Request - hard copies	\$0.25 per printed side	\$0.25 per printed side	0

Travel Reimbursement Rates – follow current IRS mileage rate, no per diem.	\$0.655 per mile	\$0.655 per mile	0
Conference Room Rental Fee	\$0.00	\$0.00	0
Returned Check Fee. (Does not include bank fees)	\$0.00	\$0.00	0

Section 3. Tolls and Toll Related Fees and Charges. Rates become effective July 1, 2023. New toll rate resolution will be introduced in mid-July and incorporated into subsequent rate resolutions.

Tolls & Fees	FY 22-23 Rates	FY 23-24 Rates	% Change
Class 1 - Passenger Autos & Pickups	\$2.00 / 1.00	\$2.00 / 1.00	0
Class 2 - Commercial Trucks and Vans	\$6.00 / \$4.00	\$6.00 / \$4.00	0
Class 3 - 3 Axle Trucks	\$9.00 / \$6.00	\$9.00 / \$6.00	0
Class 4 - 4 Axle Trucks	\$12.00 / \$8.00	\$12.00 / \$8.00	0
Class 5 - 5 Axle Trucks	\$15.00 / \$10.00	\$15.00 / \$10.00	0
Class 6 - 6 Axle Trucks	\$18.00 / \$12.00	\$18.00 / \$12.00	0
Class 7 - 7 Axle Trucks	\$21.00 / \$14.00	\$21.00 / \$14.00	0
Class 8 - 8 Axle Trucks	\$24.00 / \$16.00	\$24.00 / \$16.00	0
Class 9 - 9 Axle Trucks	\$27.00 / \$16.00	\$27.00 / \$16.00	0
Class 10 - 10 Axle Trucks	\$30.00 / \$20.00	\$30.00 / \$20.00	0
Class 11 - 11 Axle Trucks	\$33.00 / \$22.00	\$33.00 / \$22.00	0
Class 0 - Motorcycles	\$1.00 / \$0.75	\$1.00 / \$0.75	0
License Plate Recognition System - Invoice Ancillary Fee	\$3.00	\$3.00	0
License Plate Recognition System - Late Fee	\$25.00	\$25.00	0
Breezeby 6C Transponder (Vehicle/Motorcycle)	\$5.00	\$5.00	0
License Plate Transponder	\$27.00	\$27.00	0

Section 4. Airport T-Hangar Rental Rates and Related Charges. Rates become effective July 1, 2023.

Airport	FY 22-23 Rate/Fee	FY 23-24 Rate/Fee	% Change
T-Hangar A – annual	\$4,399.00	\$4,399.00	0
T-Hangar B - annual	\$4,442.00	\$4,442.00	0
T-Hangar C – annual	\$4,915.00	\$4,915.00	0
T-Hangar Wait List Fee – one time charge	\$100.00	\$100.00	0

Section 5. Insurance Certificate Limits. Effective July 1, 2023. Additional coverage may be required based upon business type and Port's discretion. A certificate naming the Port as an additional insured is also required.

Building Lease Tenants	FY 22-23 Required Limit	FY 23-24 Required Limit	% Change
1. General Liability, Each Occurrence	\$ 2,000,000	\$ 2,000,000	0
2. Damages to Rented Premises, Each Occurrence	\$ 300,000	\$ 300,000	0
3. Medical Expense, Any One Person	\$ 5,000	\$ 5,000	0
4. Personal and Adverse Injury	\$ 2,000,000	\$ 2,000,000	0
5. General Aggregate	\$ 2,000,000	\$ 2,000,000	0
6. Products – Comp/OP Aggregate	\$0	\$0	0
Marina Moorage Tenants			0
1. General Liability Protection & Indemnity, Wreck Removal	\$500,000	\$500,000	0
a. Pollution Coverage	\$ 25,000	\$ 25,000	0
b. Watercraft Liability, specifically includes wreck removal and pollution.	\$ 500,000	\$ 500,000	0
Marina Boathouse Tenants			0
1. General Liability Protection & Indemnity, Wreck Removal	\$500,000	\$500,000	0
a. Pollution Coverage	\$25,000	\$25,000	0
Marina Float Plane Tenant- Aircraft Insurance Liability	\$1,000,000	\$1,000,000	0
Marina Cruise Ship Moorage			0
1. General Liability Protection & Indemnity	\$10,000,000	\$10,000,000	0
a. – Wreck removal/clean up/pollution	\$1,000,000	\$1,000,000	0
Airport Tenants			0
T-Hangar Tenants	\$ 1,000,000	\$ 1,000,000	0
Hangar Tenants	\$ 1,000,000	\$ 1,000,000	0
Tie-Down Tenants	\$ 1,000,000	\$ 1,000,000	0

Section 5. Retail Sales, Gift Certificates, Promotions, Sponsorships and Sundries. The Commission delegates to Executive Director the ability to set prices for sundries, cards, magnets, cups, DVDs, gift certificates, coupons, promotions, advertising, sponsorships and other retail and marketing items that don't otherwise conflict with Commission policy.

Section 6. Delegation of Responsibility. The Commission delegates to Executive Director the ability to adjust these rates from time to time on a temporary basis to better manage services at the Port of Hood River. Any adjustments to these rates will be reported to the Commission at its next regular meeting.

Section 6. Annual Review. The Commission, through assistance by Port staff, shall annually review and adopt a new rate, fees and charges resolution prior to the start of the fiscal year.

Section 7. Repealer. All previous rates, charges and/or fees are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River on this 20th day of June 2023.

SIGNED:

Ben Sheppard, President

ATTEST:

Michael Fox, Secretary

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Commission Memo



Prepared by: Debbie Smith-Wagar, Finance
Director Date: June 30, 2023
Re: Radcomp, Annual Contract

Radcomp has provided the attached contract for information technology services for the fiscal year beginning July 1, 2023. Radcomp has provided IT services to the Port since 2017, becoming the Port's primary IT services provider in 2021. Radcomp is the only local provider that can be available 24 hours a day, 7 days a week, 365 days a year and have more than one person available to support the Port.

Radcomp proposes to provide basic computer services for \$2,942.44 per month (\$35,309.28 per year). Additional computer services will be provided at \$165 per hour during regular business hours, \$330 per hour for after-hour services, and \$495 per hour on holidays.

RECOMMENDATION: Approve contract renewal with Radcomp.

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We have prepared a proposal for you

PoHR - Essentials Agreement v2







Proposal # 049309
Version 2

Prepared for:

Port of Hood River

Kevin Greenwood
kgreenwood@portofhoodriver.com

Essentials

Selected	Description	Qty
X	Vendor: <u>Radcomp Technologies</u>	
X	Server  Server - Maintenance, Radcomp approved patch management/updates, antivirus and monitoring.	6
X	Workstations/Laptops  Workstations/Laptops - Maintenance, Radcomp approved patch management/updates, antivirus and monitoring.	20
X	Network Devices  Network Device Connection Monitoring (Switches, Routers, Firewalls, and Wireless Access Point Controllers)	4
X	Vendor: <u>N-Able Backups</u>	
X	Server Backups  Backups per Server up to 500 Gigs.	5
X	Additional Block  Additional backup block of 100 Gigs.	18
X	Vendor: <u>Microsoft</u>	
X	Microsoft Service - Annual Month to Month Exchange Online Archiving for Exchange Online	35
X	Microsoft Office  Exchange Online (Plan 2), per user.	10
X	Microsoft Service - Annual Month to Month Office 365 E3	18
X	Vendor:	

Essentials

Selected	Description	Qty
Sophos		
X	Sophos Central Intercept X Advanced with XDR and MTR Advanced	20
X	Sophos Central Intercept X Advanced for Server with XDR and MTR Advanced	6

Selected Option Monthly Recurring Subtotal: **\$2,942.44**

PoHR - Essentials Agreement v2



Prepared by:

RADCOMP Technologies

Fung Chang
866-490-2426 x254
Fax 360-844-1511
fung.chang@gorad.com

Prepared for:

Port of Hood River

1000 E. Port Marina Drive
Hood River, OR 97031
Kevin Greenwood
kgreenwood@portofhoodriver.com
(541) 386-1138

Quote Information:


Quote #: 049309

Version: 2
Delivery Date: 06/15/2023
Expiration Date: 06/30/2023

Selected Plan Summary

Description	Amount
Essentials	\$2,942.44

Monthly Recurring Total: **\$2,942.44**

 Acceptance

Port of Hood River

RADCOMP Technologies

Signed _____
Name Kevin Greenwood
Title Executive Director
Date June 21, 2023

Signed _____
Name Fung Chang
Title vCIO
Date June 21, 2023

Full Terms & Conditions can be found in the Master Services Agreement attached to this proposal. Please reference that document or contact Radcomp with questions.

This Statement of Work (“SOW”) is governed under the Terms of Service (the “Agreement”) between **Radcomp Technologies** (“us”, “our”, “we” or “Radcomp”), and **you**, the entity who accepts this document by either clicking the “ACCEPT ORDER” (or similar syntax) button in the quote to which this SOW is attached or, alternatively, signing where indicated in the signature block below, electronically or otherwise (“you”, “your” or “Client”).

Scope of Services

The services described below (collectively, “Services”) will be provided to you under this SOW at the applicable hourly rate (described below). Services that are not specifically described in this SOW will be billed to you at the applicable hourly rate (described below)

Ongoing / Recurring Services

The start date for each of the following services will be dependent upon completion of one or more Onboarding Services above and may not be provided until the dependent tasks are completed or scheduled with the Client.

Managed Services

Essentials Agreement

Data Backup

Radcomp will proactively provide the following backup and disaster recovery (BDR) services:

- Managed backup of servers and workstations listed below
 - 24/7 monitoring of backup system, including offsite backup, offsite replication and an optional onsite backup appliance (“Backup Appliance”)
 - Troubleshooting and remediation of failed backup disks
 - Preventive maintenance and management of imaging software
 - Firmware and software updates of backup appliance
 - Problem analysis by the network operations team
 - Monitoring of backup successes and failures
- Backed-Up Servers / Workstations
 - Data on the following servers and/or workstations will be backed up as described above:
 1. **SRV-ACCT01**
 2. **SRV-AD01**
 3. **SRV-FS01**

4. SRV-MARINA

5. SRV-TS01

o *Note: Data on equipment that is not specifically listed above will **not** be backed up.*

- **Storage Limitation:**

- o Client will be allocated 500 GB of storage space per backed up server and 100 GB of storage space per backed up workstation for backup and recovery purposes. Any space required or requested by Client will be provided to Client in blocks of 100 GBs, at the cost of \$15 per block.

- **Backup Frequency:**

- o Optional on-site backups will occur at least once daily; offsite backups will occur no less than once daily.

- **Backup Data Security:**

- o All backed up data is encrypted in transit and at rest in 256-bit AES encryption. Offsite data is stored in SSAE16 certified, highly redundant data centers and replicated to a geographically separate secondary facility. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.

- **Backup Retention:**

- o Radcomp only guarantees retention of the most recent recovery point sent to the backup appliance in a local recovery situation. For cloud based retention, Radcomp only guarantees retrieval of archived data sent to the off-site data center in the most recently completed backup.

License Grant

All Backup Appliances are embedded with proprietary software (“BDR Software”). Radcomp hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Radcomp. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Radcomp.

Data Recovery Services

Client must contact Radcomp in the event that data recovery services are needed. Upon Client’s payment of the applicable fees (described below), Radcomp will make Client’s Data available to.

Radcomp only guarantees retrieval of the most recent recovery point sent to the Backup Appliance in a local recovery situation. In a cloud-based recovery situation, Radcomp only guarantees retrieval of archived data sent to the off-site data center based on the selected retention period.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at:

1. **Main**, 1000 E Port Marina Drive, Hood River, OR, 97031
2. **HNTB Bridge Project Site**, 700 E Port Marina Drive, Hood River, OR, 97031
3. **Booth**

Managed Equipment / Hardware / Software

The Services will be applied to the following equipment / hardware ("Covered Hardware"):

- **Servers:**

1. POHR-HV01
2. SRV-ACCT01
3. SRV-AD01
4. SRV-FS01
5. SRV-MARINA
6. SRV-TS01

- **Workstations:**

1. POHR-84540
2. POHR-82954
3. POHR-82955
4. POHR-82957
5. POHR-82958
6. POHR-82959
7. POHR-82960
8. POHR-82961
9. POHR-82963
10. POHR-82964
11. POHR-82965
12. POHR-82966
13. POHR-82967
14. POHR-82968
15. POHR-82971
16. POHR-82976
17. POHR-83542
18. POHR-83673
19. POHR-84524
20. POHR-DESKTOP-05

• **Networks Devices:**

1. Cisco Switch (192.168.1.13)
2. SonicWall Firewall (192.168.1.1)
3. SonicWall NSA 2600 - POHRFW02 (192.168.1.7)
4. SonicWall NSA 2600 - POHRFW01 (192.168.1.6)

The Services will apply to the following software (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer. All software not specifically listed below, may, at Radcomp sole discretion, be supported in a best effort capacity, or deemed outside the scope of this agreement.

Adobe Acrobat X	Adobe Acrobat XI	Adobe Reader MUI	Adobe Reader
Adobe AIR	Adobe Flash	Adobe Flash Plugin	Adobe Shockwave
iTunes	QuickTime	Safari	Foxit PDF Reader
Chrome	Google Earth	Firefox	Firefox ESR
Mozilla SeaMonkey	Mozilla Thunderbird	Notepad++	Opera
Opera Chromium	Skype	Java 6 (32 & 64 bit)	Java 7
Java 8	VLC Media Player	WinRAR	WinZip
Windows 8 Pro, Enterprise	Windows 8.1 Pro, Enterprise	Windows 10 Pro, Enterprise	Windows Server 2012
Windows Server 2012 R2	Windows Server 2016	Windows Server 2019	

Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which will be **July 01, 2023** (“Commencement Date”).

The Services will continue for a term of one (1) year from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current warranty coverage.
- All servers with Microsoft windows operating systems must be running Windows 2012 server or later, and have all of the latest service packs and critical updates installed.
- All desktop pc’s and notebooks/laptops with Microsoft Windows operating systems must be running Windows 8 Pro or later and have all of the latest Microsoft service packs and critical updates installed. Computers operating on Windows 95/98/NT/2000/XP/Vista/7 or any home edition of

Windows are not covered.

- All server and desktop software must be genuine, licensed and vendor-supported.
- Server file system and email system (if applicable) must be protected by licensed and up-to-date virus protection software.
- The environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored by Radcomp RMM tool.
- A vendor-supported hardware firewall or NAT device capable of SNMP reporting must be part of the network and sit between the internal network and the public internet.
- All wireless data traffic in the environment must be securely encrypted.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup media. We do not guarantee the integrity of the backups or the data stored on the backup media. Server restoration will be to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, we will bill this work as out of scope at our standard time and materials rates.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring Client's environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges on all Covered Hardware.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to any device on the network (other than electronic data) and must not deploy any equipment or devices to the environment unless expressly approved in writing by us.
- All devices in the environment are subject to Radcomp Management and billing under this agreement

Exclusions

Services that are not expressly described in this SOW will be out of scope and will be provided to Client at our hourly rate listed below. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, will be billed hourly:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.
- Project work to expand, enhance or otherwise make significant changes to the environment

Authorized Contact(s)

In addition to the signatories to this SOW, the following person(s) shall be an Authorized Contact for Client:

1. **Debbie Smith-Wagar**, (541) 386-1645, dsmith-wagar@portofhoodriver.com
2. **Genevieve Scholl**, (541) 386-6145, gscholl@portofhoodriver.com

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services for items detected by monitoring (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. All after-hours emergency work that requires after-hours response must be reported to Radcomp by phone.

We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by Radcomp in our reasonable discretion. All remediation services will initially be attempted remotely; Radcomp will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Critical problem: Service not available (all users and functions unavailable)	Response within two (2) hours after notification.
Significant degradation of service (large number of users or business critical functions affected)	Response within four (4) hours after notification.
Limited degradation of service (limited number of users or functions affected, business process can continue).	Response within eight (8) business hours after notification.
Small service degradation (business process can continue, one user affected).	Response within two (2) business days after notification.

* All time frames are calculated as of the time that Radcomp is notified of the applicable issue / problem by

Client through Radcomp's designated support portal, help desk, or by telephone at 866-490-2426 during business hours, or, by telephone at 866-490-2426 outside of business hours. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Help desk support provided outside of our normal support hours will be billed to Client at double the hourly rate if labor is not included in this SOW.

Fees

The fees for the Services will be invoiced to Client as follows:

Transition Services: \$0.00

Monthly recurring charge for the Services: \$2,942.44

System Image Recovery Fees: \$500 per image/system restored

File level recovery fees: \$165/hour

Hourly rate: \$165/hour

After hours hourly rate: \$330/hour

Holiday hourly rate: \$495/hour

****Fees for the Services, as well as our labor rates, will automatically increase 5% annually. In addition to this automatic annual increase, we also reserve the right to increase the fees for the Services as needed; provided, however, we will not do so more than once per calendar year. If an annual aggregate increase in fees for the Services totals more than five percent (5%) of the aggregate fees charged to you for the same Services in the prior calendar year, then you will be provided with a thirty (30) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.**

Return of HaaS Equipment

Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Radcomp that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms

Diagnostic / Auditing Services

Our diagnostic or auditing services may require us to install a small amount of code (“Diagnostic Code”) on one or more of the devices attached to the Environment. The Diagnostic Code is deleted in its entirety after the testing process concludes. Although our diagnostic tools may have access to—and report on the existence of—personal information and/or personal data in the Environment, we do not review or copy such information at any time during the testing process. None of your files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the Environment, and the results of the diagnostic testing will be kept confidential by Radcomp. We do not warrant or represent that the testing process will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Radcomp, and Client shall not modify these levels without our prior written consent.

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In order to improve security awareness, you agree that Radcomp or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation

determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

O365 / Email / G Suite

You are solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Office 365 and G Suite email services ("Email"). You agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Radcomp or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law.

Radcomp reserves the right, but not the obligation, to suspend Client's access to the Email and/or all transactions occurring under Client's Email account if Radcomp believes, in its discretion, that Client's email account is being used in an improper or illegal manner.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Radcomp nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. All targeted devices must remain powered on and awake for the entire duration of the backup process. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure

due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Radcomp cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Radcomp shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

Procurement

Equipment and software procured by Radcomp on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Radcomp does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Radcomp is not a warranty service or repair center. Radcomp will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Radcomp will be held harmless.

IT Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Radcomp's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Radcomp is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided by us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Radcomp will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Radcomp on Client's corporate records or accounts.

Sample Policies, Procedures

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers')

specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Software Development – Use of Open Source Code

The software developed under this SOW will include open source code; however, unless otherwise expressly noted in this SOW, the inclusion of the open source code will not impose any additional fees, costs, or usage restrictions on Client. Client is instructed, however, to refrain from separating or isolating the open source code from the software, since the use of certain open source code, in isolation or in conjunction with third party materials or code, may trigger additional licensing or usage restrictions for which we will not be responsible.

Penetration Testing; Vulnerability Assessment

You understand and agree that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for “false alarms” due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as “real alarms” or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

HaaS

You will use all Radcomp-hosted or Radcomp-supplied equipment and hardware (collectively, “Infrastructure”) for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure violates the terms of this SOW or the Agreement.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Radcomp, or that is in “end of life” or “end of support” status, we may designate the element or service as “unsupported,” “non-standard,” “best efforts,” “reasonable endeavor,” “one-off,” “EOL,” “end of support,” or with like term in the service description (an “Unsupported Service”). We make no

representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

VoiP / Phone System

911 Dialing / Emergency Dialing - Limitations

The VoiP Service (“VoiP Service”) does not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoiP Service is not automatic; Client must take affirmative steps to register the address where the VoiP Service will be used in order to activate the 911 Dialing feature. Client understands that Client must inform any users of the VoiP Service of the non-availability of traditional 911 or E911.

When a VoiP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client agrees that it will not move any VoiP calling device without Radcomp’s written consent. Client shall hold Radcomp harmless for any and all claims or causes of action arising from or related to Client’s inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client’s registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client’s call, the operator will not have Client’s address and may not have Client’s phone number. Client understands and agrees that users of the VoiP System must provide their address and phone number in order to get help. Client hereby authorizes Radcomp to disclose Client’s name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client’s registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoiP Services will not operate (i) during service outages or suspensions or terminations of service by Client’s broadband provider or ISP, or (ii) during periods of time in which Client’s ISP or broadband provider blocks the ports over which the VoiP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports new telephone numbers to Client’s account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

IP Addresses

Any IP addresses provided to Client by Radcomp during the term of this SOW are managed by Radcomp and Radcomp will retain these IP addresses after termination of this SOW, meaning that they may not be transferred or utilized by Client after termination of this SOW.

Hosted Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Radcomp or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. Radcomp shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Radcomp immediately to request the login information be reset or unauthorized access otherwise be prevented. Radcomp will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

Domain Name Services

If you register, renew or transfer a domain name through Radcomp, we will submit the request to the applicable domain name services provider (the "Registrar") on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any errors, omissions or failures of the Registrar.

Acceptance

Port of Hood River

RADCOMP Technologies

Signed _____
Name Kevin Greenwood
Title Executive Director
Date June 21, 2023

Signed _____
Name Fung Chang
Title vCIO
Date June 21, 2023

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Commission Memo



CONSENT AGENDA

Prepared by: Kevin Greenwood
Date: June 20, 2023
Re: Wire Rope Inspection Contract

With the retirement of the Port's Facilities Director and additional desire by the Commission to inspect the wire ropes during manufacturing, staff is recommending that the Port pursue a personal services contract for management services related to the wire rope installation project.

The primary tasks would be inspecting the wire ropes being manufactured in Missouri, witnessing the tests, and confirming quality standards. Wiss Janney Elstner (WJE) would also support staff during and after manufacturing including reviews of shop drawings and submittals, observations during the replacement and reviewing as-builts. The final task would be at the six-month complete mark when WJE would assist with tension adjustments.

WJE was the engineer for the wire rope design, but that contract did not include these tasks. With the Port's new Facilities Manager recently promoted, management feels that having an experienced engineering firm conducting these tasks would be a good learning opportunity for Ryan.

This is an informal intermediate procurement. Three informal bids were received with Wiss Janney Elstner Associates, Inc. submitting the lowest bid of \$115,956. The other bids were \$133,276 and \$135,703. Intermediate procurements are not required to be selected on price alone. WJE's history with the bridge lift along with the bid amount clearly makes their proposal the best value for the Port.

RECOMMENDATION: Approve contract with Wiss Janney Elstner, Inc. for wire rope project management services in an amount not to exceed \$115,956.

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PERSONAL SERVICES CONTRACT

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

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: Project Management and oversight of the wire rope shop inspection, wire rope replacement support and verify wire rope tensions and reporting
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit 'A'** (the "Services") and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on June 30, 2024 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.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A ("Additional Services"). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement an amount not to exceed **\$115,956**. ("Compensation"), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Consultant will obtain written approval from Port prior to expenditure of any individual Reimbursable expense that exceeds \$1500. Consultant will not exceed \$10,000 in total Reimbursable Expenses without Port approval.

Consultant shall submit monthly invoices based on hours worked and tasks completed under each Scope of Work fee category listed in Exhibit 'A.' Each fee category amount shall not be exceeded without Port approval. Any fee not utilized in one fee category may be applied to other fee categories as determined by the Port. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port.

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

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement, and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or

instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. CONSULTANT'S INSURANCE:

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

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.
- d. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

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

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
13. **SUBCONSULTANTS:**
 - a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
 - b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
 - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
 - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement

iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.

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

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

14. TERMINATION NOT-FOR-CAUSE: In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

- a. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.

- b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.

- c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.

- d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.
16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
- a. Public Records. The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination

regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.

- b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Kevin M. Greenwood, Executive Director, and the Consultant hereby designates Paul Bandlow, Principle, as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.
21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.
29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents, or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL**

**LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO
CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____,
20____.

WISS, JANNEY, ELSTNER ASSOCIATES, INC.
c/o Paul Bandlow
Principle, PE
(215) 534-5133
pbandlow@wje.com

Authorized Signature

Paul Bandlow, Principle, PE

PORT OF HOOD RIVER
c/o Kevin M. Greenwood
Executive Director
(541) 386-1138
kgreenwood@portofhoodriver.com

Authorized Signature

Kevin M. Greenwood, Executive Director



May 15, 2023

John Mann
Facilities director
Port of Hood River

Hood River Bridge Construction Services

Dear John:

WJE is pleased to provide you with this scope of services and cost estimate for engineering services related to the replacement of the counterweight ropes on the Hood River Bridge, Hood River Oregon.

Our scope of services is as follows:

Wire Rope Shop Inspection

WJE personnel will travel to the rope manufacturers or rope testing facility to conduct the following work:

- Witness representative wire rope proof loading.
- Witness representative wire rope length measurements.
- Witness wire rope break tests.
- Perform a general inspection of the completed ropes.
- Prepare a brief report of inspection findings.

Wire Rope Replacement Support

WJE personnel will provide the following services:

- Review remaining shop drawings and other submittals.
- Provide two mechanical engineers in the field for the duration of the rope removal and installation. We have allocated 50 hours of field time for each engineer.
- Provide one structural engineer in the field to inspect the counterweight jacking system. We have allocated 16 hours for this work.
- Review "as built" drawings.
- Provide a brief report of construction work.

6 Month Rope Tensions

WJE personnel will provide the following services:

- Assist contractor with wire rope tension adjustments as required.
- Verify wire rope tensions.
- Provide wire rope tension report.

A cost estimate for our services is attached. We have assumed that all work will be conducted in 2023 and 2024. Any work conducted beyond 2024 is subject to an increase of 4% per year. Any out of scope work



or work that takes longer than indicated in our cost estimate is considered extra work and will be billed at the rate of the engineer conducting the work.

Thank you for this opportunity to provide engineering services. We look forward to working on this interesting project.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

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

Paul M. Bandlow
Principal and Unit Manager

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Name: Hood River Bridge - Wire Rope Replacement Construction Services																	
Level:	Senior Principal	Principal	Associate Principal	Senior Associate	Associate III	Associate II	Associate I	Senior Specialist	Specialist	Senior Technician	Technician II	Technician I	Task Hours	Task Time Cost	Rounded Task Time Cost	Task Expenses	Task Budget
Tasks	Rate:	\$ 400.00	\$ 330.00	\$ 280.00	\$ 250.00	\$ 220.00	\$ 190.00	\$ 150.00	\$ 180.00	\$ 160.00	\$ 140.00	\$ 120.00	\$ 100.00				
1 Wire Rope Shop Inspection																	
Travel to Shop					16												
Shop Inspection					16											\$ 1,402.00	
Report		4			8												
Task Hours	0	4	0	0	40	0	0	0	0	0	0	0	0	44			
Task Cost	\$ -	\$ 1,320.00	\$ -	\$ -	\$ 8,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,120.00		\$ 1,402.00	\$ 11,522.00
2 Wire Rope Replacement Support																	
Review Submittals		24															
Travel to Bridge		16			16												
Time on Site		66			50											\$ 4,672.00	
Review "As Built" Drawings		8			16												
Report		4			12												
Task Hours	0	118	0	0	94	0	0	0	0	0	0	0	0	212			
Task Cost	\$ -	\$ 38,940.00	\$ -	\$ -	\$ 20,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,620.00		\$ 4,672.00	\$ 64,292.00
3 6 Month Rope Tensions																	
Travel to Bridge		16															
Time on Site		32														\$ 2,336.00	
Report		8															
Task Hours	0	56	0	0	0	0	0	0	0	0	0	0	0	56			
Task Cost	\$ -	\$ 18,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,480.00		\$ 2,336.00	\$ 20,816.00

	Grand Total	\$	96,630.00
Project Management and Coordination @	10%	\$	9,663.00
Contingency @	10%	\$	9,663.00
	Grand Total	\$	115,956.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Port of Hood River		Hamilton Construction Co. Port of Hood River Cable Replacement					02-Jun-23																									
Activity ID	Activity Name	Original Duration	Start	Finish	Late Start	Late Finish	Total Float	2023												2024												
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2210 - Port of Hood River Cable Replacement			376	25-Oct-22 A	31-May-24	11-Sep-23	28-Jun-24	20	31-May-24, 2210 - Port of Hood River C																							
Start-up			127	25-Oct-22 A	29-Dec-22 A	11-Sep-23	11-Sep-23	29-Dec-22 A, Start-up																								
A1000	Notice to Proceed	5	25-Oct-22 A	25-Oct-22 A	11-Sep-23	11-Sep-23	Notice to Proceed																									
A1010	Pre-Con	1	29-Dec-22 A	29-Dec-22 A	11-Sep-23	11-Sep-23	Pre-Con																									
Submittals			149	18-Jan-23 A	22-Jun-23	11-Sep-23	21-Jun-24	290	22-Jun-23, Submittals																							
A1020	Wire Rope Shop Drawings	21	19-Jan-23 A	16-Mar-23 A	04-Oct-23	04-Oct-23	Wire Rope Shop Drawings																									
A1030	Jacking Plan Submittal	21	18-Jan-23 A	16-Mar-23 A	16-Oct-23	16-Oct-23	Jacking Plan Submittal																									
A1040	Additional Jacking members Submittal	21	18-Jan-23 A	16-Mar-23 A	02-Oct-23	02-Oct-23	Additional Jacking members Submittal																									
A1050	Rope removal and installation Plan	21	02-Jun-23	22-Jun-23	11-Sep-23	01-Oct-23	101	Rope removal and installation Plan																								
A1060	Wire Rope Tension Testing Procedure	21	02-Jun-23	22-Jun-23	23-May-24	21-Jun-24	290	Wire Rope Tension Testing Procedure																								
Procurement			70	16-Mar-23 A	27-Jun-23	02-Oct-23	27-Oct-23	86	27-Jun-23, Procurement																							
A1070	Wire Rope Assembly Procurement	70	16-Mar-23 A	27-Jun-23	04-Oct-23	27-Oct-23	86	Wire Rope Assembly Procurement																								
A1080	Jacking Frame member procurement	40	20-Mar-23 A	26-May-23 A	02-Oct-23	02-Oct-23	Jacking Frame member procurement																									
Construction			109	13-Feb-23 A	03-Nov-23	02-Oct-23	21-Jun-24	156	03-Nov-23, Construction																							
A1090	As-built existing rope lengths	2	13-Feb-23 A	15-Feb-23 A	04-Oct-23	04-Oct-23	As-built existing rope lengths																									
A1100	Installation of jacking systems	10	02-Jun-23	15-Jun-23	16-Oct-23	27-Oct-23	94	Installation of jacking systems																								
A1110	Prep for wire rope replacements	20	22-Jun-23	21-Jul-23	02-Oct-23	27-Oct-23	69	Prep for wire rope replacements																								
A1120	Wire Rope Replacment (Bridge Closure)	4	28-Oct-23*	03-Nov-23	28-Oct-23	03-Nov-23	0	Wire Rope Replacment (Bridge Closure)																								
A1140	Substantial Completion	0		03-Nov-23		21-Jun-24	156	Substantial Completion																								
Re-test			5	24-May-24	31-May-24	24-Jun-24	28-Jun-24	20	31-May-24, Re-test																							
A1130	Re-test and adjust after 6-months	5	24-May-24	31-May-24	24-Jun-24	28-Jun-24	20	Re-test and adjust after 6-months																								

█ Actual Work
 █ Critical Remaining Work
 ▶ Summary
█ Remaining Work
 ◆ Milestone

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

NOTICE TO PROCEED

DATE: June 21, 2023

FROM: PORT OF HOOD RIVER

TO: WISS, JANNEY, ASSOCIATES, INC.
c/o Paul Bandlow, Principal PE
800 Hyde Park
Doylestown, Pennsylvania 18902

RE: HOOD RIVER BRIDGE WIRE ROPES INSPECTION SERVICES

You are hereby notified that the contract time under the above contract will commence to run on [date,] 2023. By this date you are to start performing your obligations under the Contract.

If you have any questions about this notice, please contact the following:

Contract:

Kevin Greenwood, Executive Director, kgreenwood@portofhoodriver.com, 541-386-1138

Operations:

Ryan Klapprich, Facilities Manager, rklaapprich@portofhoodriver.com, 541-3863200

PORT OF HOOD RIVER

By: Kevin M. Greenwood,
Executive Director

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: June 20, 2023
Re: PSquare LLC, Task Order 9

The Port has an annual maintenance support contract with PSquare that allows for a constant monitoring of our lanes, hardware, mobile app and back-office support. This maintenance contract monitors and supports the entire electronic tolling that has been implemented which includes file transfers, alerts, invoice production, validation returns, reports and coordination with Collections and DMV to place registration holds. This monthly billing will be 1/12 of \$139,750 which will be for the support and maintenance portion of the contract, while PCI compliance will be billed as this project is completed. The consulting work will be billed as the work is done. This contract includes a 3% increase over fiscal year 2022-2023.

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

RECOMMENDATION: Approve Task Order 9 with PSquare, not-to-exceed \$214,013 for the ongoing maintenance, support, and project management for the Breezeby tolling system.

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TASK ORDER 9
SCOPE OF SERVICES
for
ELECTRONIC TOLLING SYSTEMS SUPPORT AND MAINTENANCE

June 5, 2023

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

This Task Order No. 1 – Amendment pertains to a **Personal Services Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and P-Square LLC ("**Consultant**"), dated June 30, 2023 ("the Agreement"). Consultant shall extend support Services on the project described below as provided herein as the Agreement for the Period July 1, 2023, to June 30, 2024. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability to acquire legacy consulting assistance. The new system hardware and software is similar in functionality to what was in operation before. However, the Port has identified functions and features, such as a transition to multi-protocol sticker-style transponders, a violation processing system, a web portal, and a more robust customer service application that will be beneficial to our public.

The Port has procured P-Square Solutions LLC Services and has completed the migration to a new platform that will require ongoing system support for the lanes, loops, controllers, back office, web portal, and some development of the new systems. This contract will provide professional services support for the new system and related enhancements that will be beneficial for future development efforts. This agreement relates to the system application support warranted and continues to benefit the Port. This agreement gives the Port continued access to specialized expertise for quality control over the project management, business rules development and support of our major system application.

PART 2.0 SCOPE OF SERVICES

Task 1: Tolling Systems Support

The Consultant shall perform additional tasks, within the total authorized fee amount, and as requested by the Port staff:

- Continued support of existing functionality of equipment and back-office systems. The specific maintenance of the system specified in Exhibit A System Support Tasks
- Continued development of the existing back-office system to allow more efficient operation of tolling activities.
- Continued support to the AVC functionality and operations and the interface with the back-office system.
- Continued support to Web Portal and Mobile App and its interfaces.
- Continued assistance in the development of business rules that relate to best business practices and allows a more efficient and effective transition to the next phase of implementation.
- Advise the Port on all tolling technology enhancements and compatibility issues that arise due to federal, state, or regional technical standards. Participate on behalf of the Port in WRTO and NIOP interoperability discussions.
- Continued trouble shooting of issues that arise due to known and unknown events such as power failures, user errors, and software updates.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word and/or PDF (Portable Document Format) format.
- Consultant's tolling staff will communicate with Port staff in monthly meetings via a phone conference and the internet.
- Electronic copies or hard copies of Tolling Systems Vendor submissions shall be made available by Port.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed amount of the contract, with the exception travel and related costs when required by Port staff.
- Any Feature enhancements, business rules changes, operational efficiency improvements in existing back-office system and tolling technology implementation changes which are outside the scope of work and capabilities of the existing system would be performed as task order on a level of efforts estimates and approvals from Port.

Deliverables

The following items shall be delivered to the Port:

- Summary notes for key correspondence with tolling vendor(s) in e-mail format
- Written deliverables in electronic format as requested.
- BackOffice/Lane system software maintenance
- Mobile App Software maintenance
- Website Maintenance (Violations & Pay-by-plate)
- Collections interface and file transfers to Collections and DMV
- In-Lane Credit Card Toll Payment system maintenance

Task 2: Project Management & Administration

The Consultant shall provide professional support services and project management services provided by the Consultant including resolution of issues and trouble-shooting efforts to maintain an effective tolling system that has the current level of service and functionality to our customers today. Consultant shall:

- Provide monthly billings of services performed during the month as well as progress reports of issues that relate to the existing tolling system and enhancements of that system. Schedule updates shall be provided with the month's progress reports.
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables.
- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

Deliverables

The following items shall be delivered to the Port:

- NIOP (National Interoperability) and other consulting support
- ODOT BOS related consulting support
- Invoices and progress reports
- Conference/meetings as necessary

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide the documents noted above and be available for a mutually agreed upon time for the site visit.

PART 4.0 PERIODS OF SERVICE:

This contract is for the period starting July 1, 2023 and ending June 30, 2024. Notice to proceed to consultant is assumed to be not later than July 1, 2023.

PART 5.0 PAYMENTS TO CONSULTANT:

The total professional service fees for labor for this Task Order No. 1 shall be a not-to-exceed amount of \$177,963. The monthly billing will be for 1/12 of the \$139,750 annual support, while PCI compliance security testing is billed based upon successfully complying with PCI related penetration testing and other standard related items billed separately. Tolling system consulting will be billed separately as projects move forward and Port requests are fulfilled. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

SYSTEM MAINTENANCE (Jul 1, 2023 – Jun 30, 2024)	2023-24
BOS/Lane Software Maintenance (FY2022) <i>*Increase over previous Year of 3%</i>	\$ 139,750
Tolling System Consulting – System Security enhancements, SOW (Scope of Work) Development, NIOP, WRTO Participation, day-to-day system query/reporting support to the Port Staff <i>*Increase over previous Year of 3%</i>	\$ 38,213
System Maintenance Amount Year 2022 -2023	\$177,963

PCI Security Scans Budget (Jul 1, 2023 – Jun 30, 2024)	2023-24
PCI Compliance – Security Penetration Testing, Monitoring and Alerts <i>*Increase over previous Year of 3%</i>	\$ 36,050

TOTAL (System Maintenance and PCI Security Scans) for FY 2023-2024 **\$214,013**

PART 6.0 OTHER:

Licenses are kept in the Port’s name but are purchased through P-Square. The estimated cost is \$35,000 per year.

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

PORT OF HOOD RIVER

“Port”

BY: _____

NAME: Kevin Greenwood

TITLE: Executive Director

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

P SQUARE SOLUTIONS LLC.

“Consultant”

BY: _____

NAME: Reddy Patlolla

TITLE: President

ADDRESS: 307 Fellowship Road,
Suite 104
Mount Laurel, NJ 08054

Exhibit A – System Support Tasks

Proactive System/Application Monitoring

1. Monitor Infrastructure Alerts (Network, Servers) alerts from Nagios including PING, Server Storage, Status
2. Monitor alerts in vCenter. Configure email alerts from vCenter.
3. Monitor alerts in CMC (Chassis Management Controller) for Dell VRTX.
4. Monitor Application Alerts and resolve any issues.
5. Maintain a Staging Environment and a Production Environment within the POHR (Port of Hood River) Infrastructure for Pre-Production Testing.
6. P-Square also maintains within its environment a Dev and Integration Environment to test out any bug fixes, enhancements.
7. Maintain the ETH (Enterprise Toll Host) and ECS (Enterprise Customer Service) Source Code in the Bit Bucket for Rollback purposes.
8. Maintain a DevOps Server to manage continuous development and deployment into all environments.
9. Maintain an Accurate Network Drawing with all information.
10. Maintain Firewall and Segment networks and specific port level access control and maintain the security.
11. Monitor Active User List and Unauthorized Access Attempts.
12. Monitor Database Statistics with special emphasis on Performance (Using *EDB Postgres Enterprise Manager (PEM)*).
13. Monitor Web Portal using a Web Monitoring Tool that alerts when access is unavailable.
14. PCI Monitoring and Risk Management - identifying changes to system required to meet the quickly evolving Security risk vectors.
15. Maintain an Acronis backup server to manage on-prem and cloud backups.

Preventive Maintenance

1. Install Security Patches **Monthly** to all the ETH and ECS Servers and all the Supporting Server Operating Systems, Databases, etc. Install them in the Staging Environment first and validate before moving the patches into production.
2. Deploy Application Updates to match new Operating/Database System Versions (Minor version updates).
3. Update Web Application, Mobile Application, and Web Server Configuration to address any issues identified by independent Third-Party External Penetration Testing a PCI Requirement.
4. Review results of Third-Party Internal Penetration Testing and mitigate issues by enhancing firewall rules and developing plans to update software issues.

Corrective Maintenance

1. Perform Root Cause Analysis of Application/Data Related issues identified by the Monitoring Team or by the POHR Staff and mitigate them initially through data fixes, but through software bug fixes.
2. Identify Network/Access Control Issues and resolve them.

3. Identify COTS Hardware/Software Issues and coordinate with Manufacturer for resolving issues including faulty Hardware component replacement, firmware updates, OS/DB Patches, middleware upgrades/patches, etc.

Operations Support

1. P-Square provides operations support to generate email lists for customer campaigns.
2. Provide Excel data summaries to the Finance Staff to reconcile Payments, Revenues, and Account Balances (Pre-Paid, Post-Paid, Pay-by-Plate, Unregistered Accounts, Collections, Overpayments, etc.).
3. Respond to questions from POHR Staff as and when required.
4. Perform ad-hoc training sessions for the POHR Staff when new features are introduced that might be helpful to operations.

ServiceDesk for Reporting Issues

1. Provide a tool for POHR Staff and the Internal P-Square/TDS Monitoring Staff to report issues, Change Management Tickets into a web-based tool.

ETBOS (Enterprise Toll Back Office System) Software Maintenance

1. As part of the ETBOS Software Maintenance, P-Square has a team of developers and solutions architects who are constantly working on new product features and integrations to enhance BOS Operations. This team diverts the resources to fix any bugs identified by the Onshore Maintenance Staff.
2. **Note:** *P-Square does not charge POHR any Annual ETBOS BOS Licensing Fees. For the BreezeBy Project, P-Square offers Software Assurance through its Annual Maintenance SOW.*

Lane Software Maintenance

1. While P-Square Focuses on the Host/BOS Software and the Infrastructure, P-Square Maintenance Price also includes Tier 2 Support for the Lane Controller by the Manufacturer, and P-Square Subcontractor, Transport Data Systems (TDS).

STAFFING

A modern BOS System requires IT Staff with a variety of expertise. P-Square provides a variety of IT skilled professionals to support POHR.

- **Maintenance Manager (Harish Bandaru)**
- Business Analyst (Divya VenkataKrishnan)
- Database Administrator (Harish Bandaru)
- DevOps/Systems Engineer (Anson Peter Antony)
- Application Engineers (Ajesh Antony, Liji Michael)
- ETBOS Solutions Architect (Niyasi Pediyakkal)
- Subject Matter Expert and Toll Consulting (Shane Savgur)
- Offshore Team of Architects, Software Leads, DBAs, Developers, QA Testers

Commission Memo



Prepared by: Greg Hagbery
Date: June 20, 2023
Re: Cloud Cap Technologies – New Lease
Wasco Building & Hangar

Cloud Cap Technologies has been a tenant in the Wasco Building since 2008 and the “Heli” Hangar at the airport since 2011. Their current lease agreement expires on June 30, 2023.

The attached lease agreements provide for a one-year term with two (2) one year extension options. There is a 5% rate increase for the first term and then based directly on CPI without a cap for the follow-on extension terms.

RECOMMENDATION: Approve new Lease Agreements with Cloud Cap Technologies, Inc at the Wasco Building and Heli Hangar.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and **CLOUD CAP TECHNOLOGY, INC.**, an Oregon corporation, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 14,857 square feet of space in Lessor’s building commonly known as the Wasco Building (“Building”) located at 205 Wasco Loop, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.1” and “Exhibit A.2”

Building Name:	Wasco Building
Building Address:	205 Wasco Loop, Hood River, Oregon 97031
Lessee Suite/Description:	Entire Building
Leased Area:	14,857
Rentable Area:	14,857

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period commencing on **7/1/2023** and continuing through **6/30/2024**. Lessee has the option to extend the Lease for two extension terms of one (1) year each, through 6/30/2026, provided that (i) Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect(ii) the Lease is in full force and effect, (iii) Lessee has not been in Default beyond any applicable cure periods more than two times in the last year of the initial term of the Lease, , and (iv) the current use of the Leased Premises is consistent with the Permitted Use or other use approved by Lessor. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	7/1/2023
Lease Expiration Date:	6/30/2024
Renewal Options:	Two (2)
Renewal Notice Requirement:	90 Days

- 3. Allowed Use.** Lessee shall use the Leased Premises for Light Industrial use, including light manufacturing, fabricating, processing, engineering, assembly, and those uses reasonably related thereto, but excluding any operation that creates a nuisance as a result of the emission of unreasonable noise or air pollution. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s sole discretion.

4. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

- 4.1 Base Rent.** Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the

Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
Entire Building	14,857	≈ \$1.13	\$16,732.05

4.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index reasonably selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available.

4.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

4.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
14,857	\$0.44	\$6,549

4.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

4.3.1.1 All costs and expenses incurred by Lessor or on Lessor’s behalf in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

- 4.3.1.1.1** General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;
- 4.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;
- 4.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

4.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

4.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

4.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

Operating Expenses shall not include (a) Lessor's capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) the cost of repairs or other work required as a result of fire, windstorm, casualty or any other occurrence covered by the insurance which Lessor is required to obtain hereunder, including costs subject to any self-insured retention or deductible amount; (c) attorneys' fees incurred in enforcing the terms of any Building lease; (d) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (e) any cost incurred to test, clean up, contain, abate, remove or undertake any other remedial action as a result of the violation of any environmental law or regulation applicable to the Building, except to the extent caused by Lessee; (f) any cost incurred by Lessor as a result of the negligence of Lessor or its employees or agents; (g) any costs incurred (i) in complying with the provisions of the Americans with Disabilities Act currently in existence, (ii) complying with future regulations promulgated pursuant to the Americans with Disabilities Act other than with regard to Common Areas and Building Exterior Areas, and (iii) in curing any "sick building syndrome" with regard to the Building in existence on the date hereof to the extent not caused or exacerbated by Lessee;; (h) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (i) Lessor's general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas; and (k) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

4.3.2 Taxes and Assessments. Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, either directly or indirectly, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load

Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

4.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease for failure to pay the amounts due under the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

The provisions of this Section 4.3. shall survive the termination of this Lease.

4.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly estimated Rent amount for the Leased Premises will be on the date of the renewal term the then current Base Rent increased by a CPI adjustment, provided however, the Base Rent amount will not be less than the most recent monthly Base Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the estimated renewal term monthly Base Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Base Rent amount. If Lessee exercises Lessee's option to renew the Lease the monthly Base Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the monthly Base Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee

may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Base Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Base Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

- 4.3.5 Late Charge; Interest.** Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.
- 5. Building Common Areas and Building Exterior Areas.** Building Common Areas and Building Exterior Areas are provided by Lessor for the use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Exterior Areas are identified in the attached "Exhibit B".
- 5.1 Building Exterior Areas include:** public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, as shown in the attached "Exhibit B".
- 6. Parking; Repair and Maintenance.** Lessee may exclusively park vehicles in Building Exterior Areas designated by Lessor for Lessee's vehicle parking. Lessor shall have no obligation to monitor parking or enforce parking restrictions.
- 6.1 .** Lessor shall maintain the Building except for the Leased Premises, and shall maintain the Building Exterior Areas, exterior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the foregoing. In no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.
- 6.2 Lessee Obligations.** During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition, and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning, or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts

and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses. Notwithstanding, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Property.

All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessee's standard services procurement standards both historically established for the Property and presently maintained for the Property. Lessor shall not be responsible for the cost of any alterations of or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties. If Lessee fails to repair and maintain the Property in good operating order, Lessor reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Property subject to reimbursement from Lessee for the full cost of such repairs and maintenance. Upon written notice from Lessor, Lessee shall reimburse Lessor for the full cost of Lessor's repairs and maintenance, which shall be considered Additional Rent. Lessee shall hold Lessor harmless from any liens that may be placed on the Property. If a lien is filed, Lessee must discharge the lien within twenty (20) days after receiving it. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessor must immediately pay on demand and may declare a default by lessee.

7. Indemnification and Insurance

7.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations from anything done by Lessee at the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

7.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises, including without limitation all common areas. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will

not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b) Lessee shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

7.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

7.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

7.5 Eminent Domain. If more than twenty-five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

8. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the

improvements, costs, and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

9. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work on the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify, and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

10. Fixtures and Personal Property. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

Notwithstanding the foregoing, Lessee shall be entitled to receive any condemnation award that is made directly to Lessee (i) for the taking of personal property or trade fixtures belonging to Lessee, (ii) for the interruption of Lessee's business or its moving costs, (iii) for loss of Lessee's goodwill, or (iv) for any temporary taking where this Lease is not terminated as a result of such taking. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

11. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

13. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs. Notwithstanding any provision herein to the contrary, any entry into the Leased Premises by Lessor, its employees and agents and any mortgagee of the Building shall be in compliance with ITAR, NISPOM, and DCID security requirements provided by Lessee, and shall be subject to Lessor obeying Lessee's policies, practices and rules regarding security, safety, and protection of proprietary information and trade secrets.

14. Compliance with Laws. Throughout the Term of Lease, Lessee shall at its sole expense promptly comply and cause its specific use of the Property to comply with all Laws applicable to the Property, including but not limited to the ADA and environmental laws ("Legal Requirements"). Lessee shall indemnify and hold harmless Lessor and Lessor's Commissioners, officers, agents and employees for, regarding from and against any and all claims and losses arising from or in

connection with Lessee's violation of Legal Requirements occurring in, at or about the Property; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses.

15. Hazardous Materials. Neither Lessee nor Lessee's agents or employees shall cause, or permit its employees, contractors or invitees to cause, any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from Lessee's use, storage, disposal or release of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease. Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Property or the presence of Hazardous Materials . on, in, or about the Property which occurred prior to Lessee first taking possession of the Premises. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

16. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.

17. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make

improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

- 18. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
- 19. Assignment.** Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.
- 20. Bankruptcy.** The Lease may, at the option of Landlord, be terminated, if Tenant is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Tenant and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.
- 21. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable and subject to three (3) days written notice from Lessor, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.
- 22. Remedies on Default.**

22.1 Termination. In the event of default, the lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

22.2 Reletting. Following reentry or abandonment, Lessor may relet the Property and, in that connection, may make any suitable alterations or change the character of the use of the Property, but Lessor shall not be required to relet for an use or purpose other than specified in the Lease or which Lessor may reasonably consider injurious to the Property, or any tenant Lessor may reasonably consider objectionable.

22.3 Damages. Upon the occurrence of an Event of Default, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

22.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

22.5 Lessor's Right To Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

Landlord's Lien. Pursuant to the statutory landlord's lien, none of Lessee's good, inventory, equipment, fixture, furniture, improvements or other personal property of Lessee shall be removed from the Leased Premises at any time when an Event of Default has occurred and is continuing.

23. Subordination. Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"), provided Lessee's use and possession of the Premises is not thereby disturbed. Lessee shall execute all documents reasonably requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

24. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Commencement Date. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate

to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than thirty (30) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

25. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Patrick Joyce with a copy to Raytheon Technologies Realty, Inc., 10 Farm Springs Road, Farmington, CT 06032; Attention: Counsel, Real Estate, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

26. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

27. Limitation of Liability; No Personal Liability-Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Property. Lessee agrees that, in the event of any actual or alleged Lessor Default of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of

Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Property; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor Default.

28. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2023.

Lessee: Cloud Cap Technology, Inc.

Lessor: Port of Hood River

Signed:

Signed:

By: David B. Gorman, Vice President
Raytheon Technologies Realty Inc
Authorized agent

By: Kevin M. Greenwood
Its: Executive Director

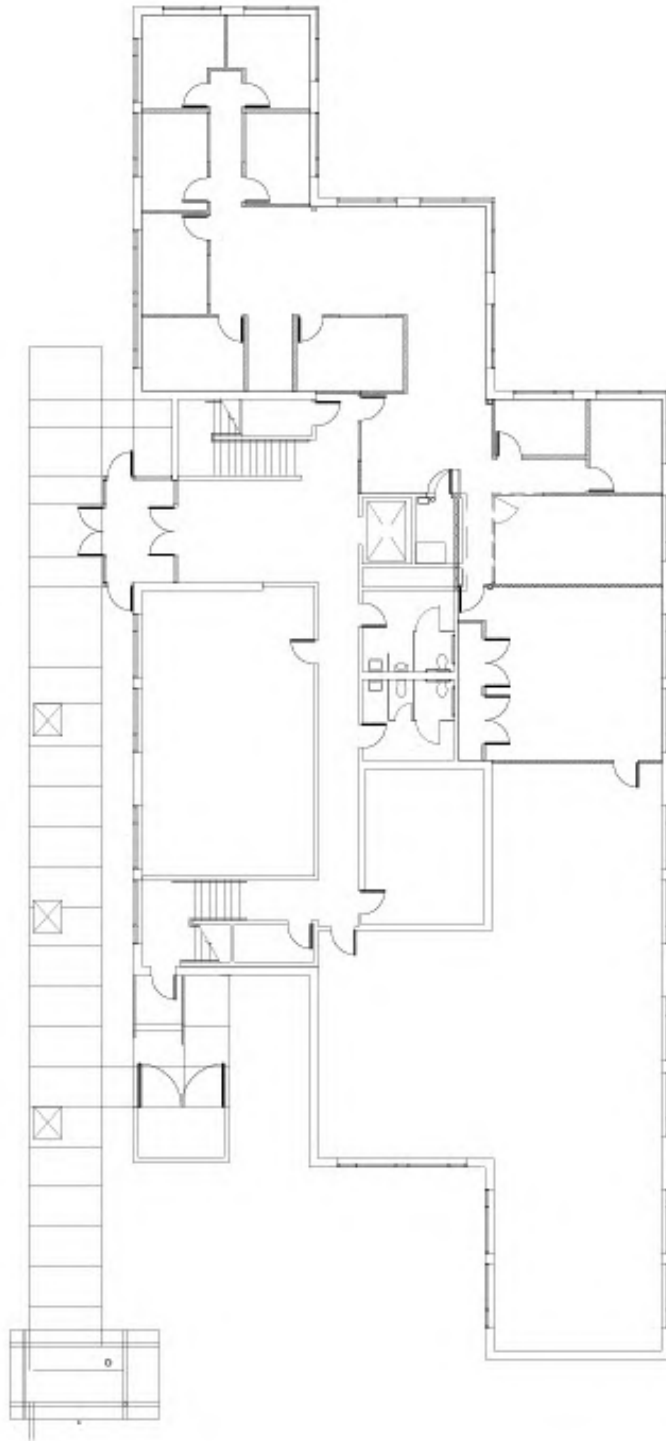
Address: 10 Farm Springs Road
Farmington, CT 06032

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

Email/phone : David.Gorman@RTX.com
860-471-9847

Email/phone: (541) 386-1645

Exhibit A.1
LEASED PREMISES
First Floor



**Exhibit A.2
LEASED PREMISES
Second Floor**

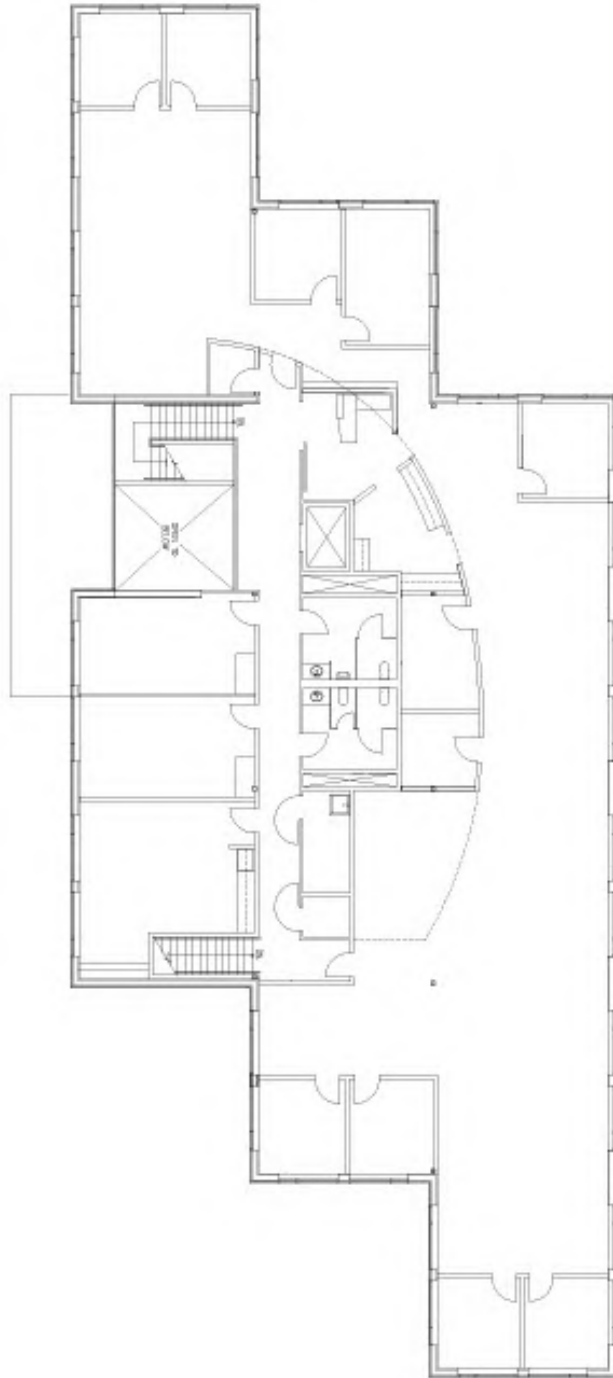
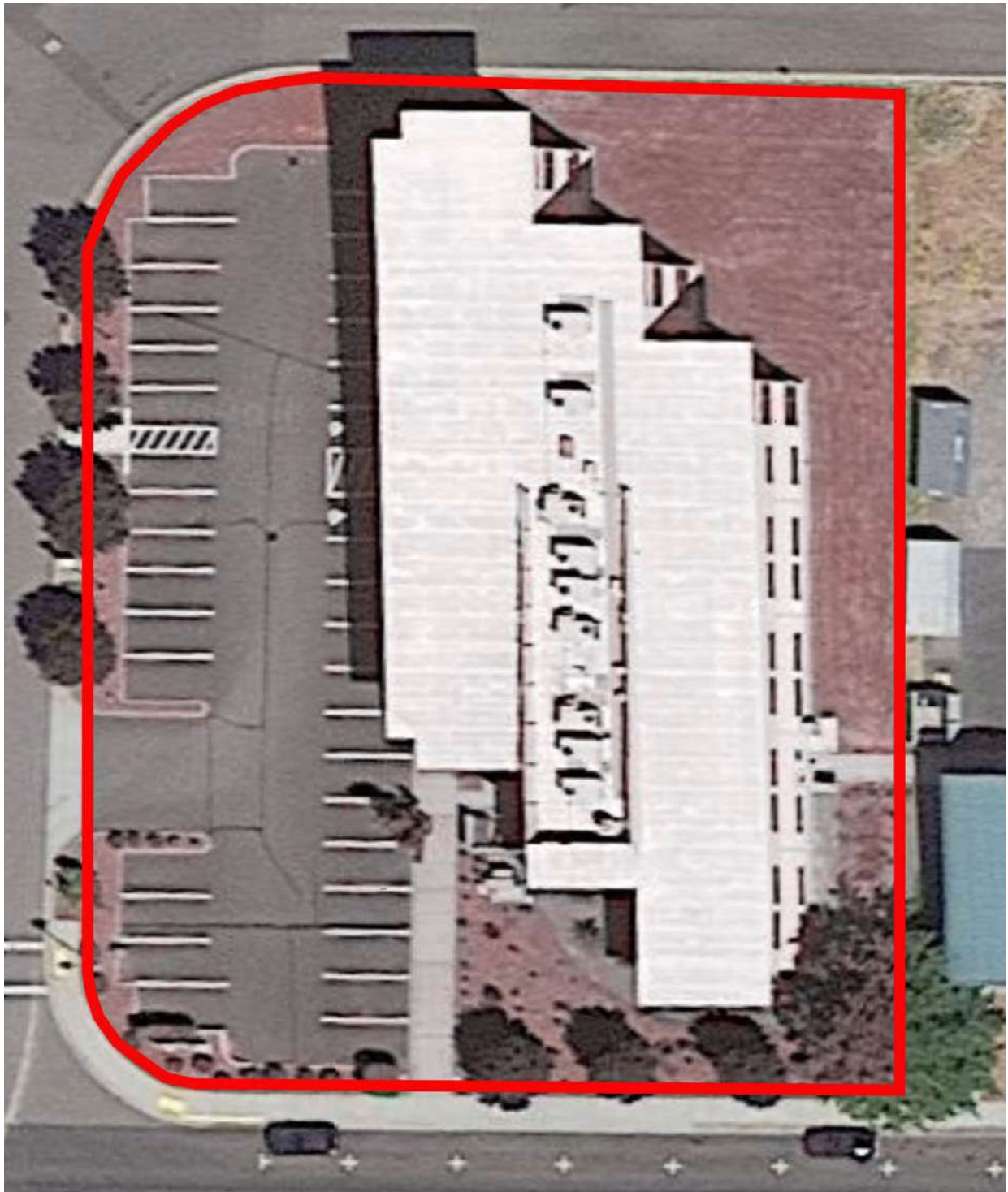


Exhibit B
BUILDING EXTERIOR AREAS



LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and **CLOUD CAP TECHNOLOGY, INC**, an Oregon corporation, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 3,906 square feet of space in Lessor’s building commonly known as the Bow Hangar (“Hangar”) located at the Ken Jernstedt Airfield, 3604 Airport Drive, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	Heli Hangar
Building Address:	3602 Airport Drive
Lessee Suite/Description:	Entire Hangar
Leased Area:	2,184 sf
Rentable Area:	2,184 sf

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period commencing on **7/1/2023** and continuing through **6/30/2024**. Lessee has two consecutive options to extend the Lease for two extension terms of one (1) year each, through 6/30/2026, provided that (i) Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect(ii) the Lease is in full force and effect, (iii) Lessee has not been in Default beyond any applicable cure periods more than two times in the last year of the initial term of the Lease, (iv) the current use of the Leased Premises is consistent with the Permitted Use or other use approved by Lessor. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	7/1/2023
Lease Expiration Date:	6/30/2024
Renewal Options:	Two (2)
Renewal Notice Requirement:	90 Days

- 3. Allowed Use.** Lessee shall use the Leased Premises for Aircraft storage, maintenance, aviation engineering and related activities. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.

4. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

- 4.1 Base Rent.** Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first

month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Reduced Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
Heli Hangar	2,184	\$0.72	\$1,572.50

4.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Reduced Base Rent will be adjusted by adding to the monthly Reduced Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Reduced Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent.

4.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 4.3.1 and Taxes and Assessments as defined in Section 4.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

4.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
2,184	≈\$0.12	\$265.40

4.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Hangar, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

4.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Hangar, and Hangar Exterior Areas, including but not limited to:

- 4.3.1.1.1** General Hangar Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal from parking areas, storm systems, drainage systems and sweeping;
- 4.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;
- 4.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

4.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

4.3.1.1.5 Property management and administration fees required to enable the Hangar to be used by tenants and maintained.

4.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications, and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

4.3.1.3 Operating Expenses shall not include (a) Lessor's capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys' fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor's general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas; (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee; (g) any cost incurred to test, clean up, contain, abate, remove or undertake any other remedial action as a result of the violation of any environmental law or regulation applicable to the Building, except to the extent caused by Lessee; (f) any cost incurred by Lessor as a result of the negligence of Lessor or its employees or agents; (g) the cost of repairs or other work required as a result of fire, windstorm or casualty covered by the insurance which Lessor is required to obtain hereunder, including costs subject to any self-insured retention or deductible amount and (h) any costs incurred (i) in complying with the provisions of the Americans with Disabilities Act currently in existence, (ii) complying with future regulations promulgated pursuant to the Americans with Disabilities Act other than with regard to Common Areas and Building Exterior Areas, and (iii) in curing any "sick building syndrome" with regard to the Building in existence on the date hereof to the extent not caused or exacerbated by Lessee.

4.3.2 **Taxes and Assessments.** Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, either directly or indirectly, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional

Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

4.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease, for failure to pay the amounts due under the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

The provisions of this Section 4.3. shall survive the termination of this Lease.

4.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly estimated Rent amount for the Leased Premises will be on the date of the renewal term if Lessee properly exercises Lessee's option to renew the Lease. The renewal term Base Rent amount will be based on a CPI adjustment. When Lessor notifies Lessee what the estimated renewal term monthly Base Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Base Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the monthly Base Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has

questions about the monthly Base Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Base Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Base Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

4.3.5 Late Charge; Interest. Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.

5. Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers, and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit A". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify, and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Hangar.

5.1 Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit A.

6. Parking. Lessee may exclusively park vehicles in Building Exterior Areas designated by Lessor for vehicle parking.

7. Maintenance and Repair.

7.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall

promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Hangar. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

7.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses. Lessee shall be responsible to maintain in good condition Building doors, including the main hangar doors, and door mechanisms, and shall pay for replacements if damaged for any reason. Lessee shall be responsible for repair and replacement of and liable for any damage to the Hangar caused by or related to Lessee's or any Lessee invitee's use of the Leased Premises. Lessee shall maintain a metal drip pan in the Hangar under any parked aircraft engine. All maintenance on aircraft shall be performed by a certified and insured aircraft mechanic. Oily rags and similar materials shall be stored in metal, metal lined or other impervious containers with tight fitting covers. Combustible material shall be removed from the Hangar daily. Notwithstanding, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Property.

All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessee's standard services procurement standards both historically established for the Property and presently maintained for the Property.

8. Indemnification and Insurance

8.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from anything done by Lessee at the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

8.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises, including without limitation all common areas. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b) Lessee shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

8.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

8.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

8.5 Eminent Domain. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

9. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs, and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

10. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work in the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify, and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

11. Fixtures and Personal Property. Lessee shall not give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify,

and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

Notwithstanding the foregoing, Lessee shall be entitled to receive any condemnation award that is made directly to Lessee (i) for the taking of personal property or trade fixtures belonging to Lessee, (ii) for the interruption of Lessee's business or its moving costs, (iii) for loss of Lessee's goodwill, or (iv) for any temporary taking where this Lease is not terminated as a result of such taking. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

12. Safety. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's maintenance operations that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Use of combustible materials for maintenance purposes requires Lessee to provide a aviation appropriate, commercial grade fire extinguisher for the Leased Premises. Oily rags and similar materials shall be stored in metal, metal-lined or other approved containers equipped with tight-fitting covers. Combustible rubbish shall be removed from the Leased Premises daily.

12.1 Hazardous Materials. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that are caused by Lessee, its agents, employees or invitees directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease.

Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous

Materials by Lessor, its agents, employees, or contractors on, in or about the Property or the presence of Hazardous Materials . on, in, or about the Property which occurred prior to Lessee first taking possession of the Premises.

Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

13. Security. Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable Federal Aviation Administration ("FAA") or Port of Hood River Ken Jernstedt Airfield airport security regulations and measures. Security of the Leased Premises itself shall be the responsibility of Lessee.

14. Port of Hood River Policies. The Leased Premises is located at and a part of the Port of Hood River Ken Jernstedt Airfield which is governed by Port of Hood River Ordinance 23 and 2017 Minimum Standards. Lessee is required to follow these two Port of Hood River policies. Any breach of these policies could be cause for termination of this Lease at Lessor's discretion.

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

Lessee for Lessee, Lessee's agents, contractors, employees, licensees, invitees, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Lessee agrees to comply with all existing and future laws, ordinances and government rules and regulations applicable to Lessee's occupancy and activities at the Leased Premises, including any related to FAA Port airport grant requirements and other FAA requirements, and to comply with reasonable rules adopted by Lessor.

16. Signs. Lessee shall not erect or install any signs, flags, lights, or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

18. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 7 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

Notwithstanding any provision herein to the contrary, any entry into the Leased Premises by Lessor, its employees and agents and any mortgagee of the Building shall be in compliance with ITAR, NISPOM, and DCID security requirements provided by Lessee, and shall be subject to Lessor obeying Lessee's policies, practices and rules regarding security, safety, and protection of proprietary information and trade secrets

19. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented, or amended in any manner except by written instrument signed by both parties.

- 20. Quiet Enjoyment.** From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Hangar and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
- 21. Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
- 22. Assignment.** Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.
- 23. Bankruptcy.** The Lease may, at the option of Lessor, be terminated, if Lessee is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Lessee, and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Lessee, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.
- 24. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and subject to three (3) days' written notice from Lessor, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.
- 24.1 Remedies on Default.**
- 24.1.1 Termination.** In the event of default, the lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- 24.1.2 Reletting.** Following reentry or abandonment, Lessor may relet the Property and, in that connection, may make any suitable alterations or change the character of the use of the Property, but Lessor shall not be required to relet for

a use or purpose other than specified in the Lease or which Lessor may reasonably consider injurious to the Property, or any tenant Lessor may reasonably consider objectionable.

24.1.3 Damages. Upon the occurrence of an Event of Default, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

24.1.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

24.1.5 Lessor's Right to Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

25. Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"), provided Lessee's use and possession of the Premises is not thereby disturbed. Lessee shall execute all documents reasonably requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

26. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Commencement Date. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal

property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than thirty (30) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

27. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Patrick Joyce with a copy to Raytheon Technologies Realty, Inc., 10 Farm Springs Road, Farmington, CT 06032; Attention: Counsel, Real Estate, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

28. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

29. Limitation of Liability. No Personal Liability-Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor's interest in the Property. Lessee agrees that, in the event of any actual or alleged Lessor Default

of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Property; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor Default.

30. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2023.

Lessee: Cloud Cap Technology. Inc.

Lessor: Port of Hood River

Signed: _____

Signed: _____

By: David B. Gorman
Its: Vice President
Raytheon Technologies Realty. Inc

By: Kevin Greenwood
Its: Executive Director

Address: 10 Farm Springs Road
Farmington, CT 06032

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

Email/phone: (860) 471-9847
David.Gorman@RTX.com

Email/phone: (541) 386-1645
kevin@portofhoodriver.com

Exhibit A
LEASED PREMISES AND BUILDING EXTERIOR AREAS



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HOOD RIVER–WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
June 21, 2023

The following summarizes Replacement Bridge Project activities from May 15, 2023 to June 21, 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

- Organized two open houses for the upcoming toll increase on Sept 1st.
 - May 31st – White Salmon Library – meeting was attended by over 150 people, comments, and input received will be compiled for June 21st Port Commission meeting.
 - June 7th – May Street Elementary School – meeting was attended by 28 people, comments and input received will be compiled for the June 21st Port Commission Meeting.
 - May 31st to June 14th – Online Open House - over 1200 response were received and they will be included in the summary provided at the June 21st Port Commission Meeting.

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *A public hearing was held on 5/16 for HB 3622, where we gave testimony in support of this bill. The bill passed out of the Joint Transportation Commission unanimously and has moved to ways and means.*
 - *We received a letter of support from Sen. Bonham and Rep. Helfrich to Secretary Buttigieg confirming their commitment to obtain \$125M for the project. (See Packet)*
 - *Washington*
 - *Contract renewals for both Boswell Consulting and Thorn Run have been received and approved by the Port Commission for FY23/24.*
- *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 be finalized until the end of this year.*
- *A trip to DC was held from May 22nd to May 24th in support of funding requests*
 - *Meetings were held with the following (See Packet)*
 - *Sen. Patty Murray Office*
 - *Rep. Marie Gluesenkamp Perez*
 - *Sen. Merkley Office*
 - *Sen. Wyden Office*
 - *Sen. Cantwell Office*
 - *Rep. Blumenauer Office*
 - *Rep. Dan Newhouse*
 - *Nefretite Harrison – Build America Bureau (TIFIA)*
 - *Secretary of Transportation Office (Grants)*
 - *Commissioner Fox, Commissioner Anderson, Mayor Keethler, and Mike Shannon attended with Hal.*
 - *Contract Renewal for Summit Strategies has been approved by Port Commission*

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

- *Commission Formation Agreements were signed by all members, with the last signing on April 26th establishing the Agreement Effective Date.*
 - *Signed copies of the CFA were sent to the Secretary of State in Washington and Oregon*
- *Hood River County and Klickitat County have completed the process of taking nominations and will be appointing the 6 directors for the new Hood River White Salmon Bridge Authority (HRWSBA).*
- *A work plan is being drafted that will outline the early activities needed by the new HRWSBA in preparation for their initial meeting in July.*
- *The POHR has their legal counsel working on a draft IGA that will be shared with the new HRWSBA.*

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *HNTB and the PORT continue to coordinate with WSTC*
 - *May 16th an update on the project was given to the WSTC.*
 - *May 16th a final presentation of the Study material was presented to the WSTC.*
 - *Schedule Milestones:*
 - *June 2023 – Final Report of findings and recommendations will be submitted to Washington State Legislature.*

- *BSWG Tolling Study*
 - *May 31st an Open House was held at the White Salmon Library to obtain input on the two tolling options that will be implemented in Sept. Over 150 people attended the event. The comments and input from the meeting are being summarized. (See Packet)*
 - *The Online Open house also went live on May 31st and will be open until June 14th.*
 - *June 7th will be the Open House in Oregon at the Elementary School.*

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)*
 - *RBMC is working on updating Benefit Cost Analysis and Application prior to release of NOFO*
- *Bridge Investment Program (BIP)*
 - *Next Opening – Summer 2023*
 - *2023 NOFO – Summer 2023*
 - *RBMC is working on updating Application prior to release of NOFO*

EXCUTED 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.*
 - *The project team had a brief discussion with YN on 6/9. YN indicated they are working through some internal discussions and were anticipating being able to respond in the next 30 days on how to move forward with the Section 106 MOA and Treaty Fishing MOA*
 - ***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 was held on 6/6/23 at the Nez Perce Tribal Headquarters in Lapwai, ID. The project team, ODOT and FHWA met with a number of members of the Nez Perce Tribe. Legal Counsel for the tribe will working with tribal members on a response to our draft 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 was discussed at the 6/6/23 meeting with the Tribal Executive Committee and they will be taking it for approval on 6/13/23.*
 - *The tribe will provide a letter of support and the use of their logo after their next meeting on 6/26/23*
- **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 to be in June.*
 - **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 is schedule with ODOT Region 1 to provide an update on the RFP development and coordinate their involvement on the PDB procrument*
- *A meeting was held with FHWA on 5/18 to continue updates with them on their role on the upcoming PDB Procurement*
- *A meeting is being coordinated with WSDOT on the PDB procurement.*
- *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 start date has been moved to July 10th while coordination is ongoing with tribal fishers. The work will last 5 weeks.*
- *A meeting was held with Columbia River Inter-Tribal Fish Commission (CRITFC) to coordinate the overlap of Geotech borings and summer fishing seasons.*

SURVEY

- *Completed Work:*
 - *Continued effort to resolve OR rights of ways & property lines, additional research and documentation received from ODOT and Hood River County.*
- *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.*
- *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.*
- *We are finalizing the appraisal on the private property full take in Washington and will be starting work on the Port Facilities.*

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 the permit on 05/09/2023 (See Packet)*
- **DEQ Permit** – *Permit received on 5/22/23*
- **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 Teotech work is exempt 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 issue 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 and ODOT are considering the use of a Programmatic Agreement with the Treaty Tribes that will allow the ROD/FEIS to move forward as they continue coordination with the Treaty Tribes.

OTHER ITEMS

KEY MEETINGS

Date:	Subject:
5/15, 6/5, 6/12	Weekly meeting with Port Director
5/16	Washington State Transportation Commission Presentation
5/16	Hearing Presentation on HB 3622
5/17, 6/7, 6/14	Weekly WSP/PORT Checking
5/18	Coordination with Trucking Industry on impacts of existing bridge
5/18	Coordination with FHWA on PDB
5/19	Introduction with PNWER
5/22-5/24	Washington DC Meetings with

	<i>Congressional Members from Oregon and Washington as well as Build America Bureau and USDOT</i>
<i>5/25</i>	<i>Coordination Meeting with CRITFC on Geotech Borings</i>
<i>5/25</i>	<i>Consultant Project Briefing with Parsons</i>
<i>5/25, 6/8</i>	<i>Cultural Resources/NEPA Meeting with FHWA/ODOT/WSP</i>
<i>5/30, 6/13</i>	<i>FHWA/ODOT Coordination meeting on Treaty Fishing MOA</i>
<i>5/31</i>	<i>Tolling Open House – White Salmon</i>
<i>6/5</i>	<i>BSWG Meeting</i>
<i>6/6</i>	<i>Nez Perce Tribe Presentation</i>
<i>6/7</i>	<i>Tolling Open House – Hood River</i>
<i>6/7</i>	<i>GR Coordination Call, Oregon, Washington</i>
<i>6/7</i>	<i>HDR Project Update</i>
<i>6/7</i>	<i>Klickitat County Transportation Policy Comm.</i>
<i>6/12</i>	<i>Coordination meeting with USACE – Project Update -</i>
<i>6/12</i>	<i>Kiewit Project Update</i>
<i>6/13</i>	<i>STV Project Update</i>
<i>6/13</i>	<i>GPA Project Update</i>
<i>6/14</i>	<i>FHWA PDB Update</i>

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Commission Memo



Prepared by: Michael Shannon
 Date: June 20, 2023
 Re: Recommendation on Toll Rate Options

In response to the Port of Hood River Resolution No. 2022-23-13 – *A Resolution commencing public process for funding Hood River White Salmon Bridge Authority Activities*, two in person public open houses were held on May 31st in White Salmon and June 7th in Hood River as well as an online open house from May 31st to June 14th. The purpose of these events was to obtain public input on the two tolling options shown in the attached exhibit. The primary difference in the two options was in the BreezeBy and Cash rate for the autos/pickups as shown below.

Vehicle Type	Current		Option 1		Option 2	
	Cash	BreeseBy	Cash	BreezeBy	Cash	BreezeBy
Auto/Trucks	\$2.00	\$1.00	\$3.50	\$1.75	\$3.00	\$2.00

Over 200 people attended the two online events and over 1250 responses were received through the online open-house. Over 86% of the people who provided feedback favored option 1 over option 2. Several comments were also received, and general summary is included in the attached memo. The RBMC will continue to work with the BSWG, the PORT and new Bridge Authority to develop responses.

As identified in the resolution a timeline is also attached identifying the remaining activities to meet the implementation date of September 1, 2023.

In response to the public feedback received from this outreach it is the BSWG recommendation that the Port Commission move forward with the implementation of tolling option 1 with a go live date of September 1, 2023.

Tolling Option 1:

VEHICLE TYPE	CURRENT		OPTION 1	
	Cash	BreezeBy	Cash	BreezeBy
Motorcycle	\$1.00	\$0.75	\$3.00	\$1.50
Autos/Pickups	\$2.00	\$1.00	\$3.50	\$1.75
Commercial Trucks/Vans	\$6.00	\$4.00	\$8.00	\$6.00
3 Axle Truck	\$9.00	\$6.00	\$12.00	\$9.00
4 Axle Truck	\$12.00	\$8.00	\$16.00	\$12.00
5 Axle Truck	\$15.00	\$10.00	\$20.00	\$15.00
For each additional axle	+\$3.00	+\$2.00	+\$4.00	+\$3.00

Tolling Option 2:

VEHICLE TYPE	CURRENT		OPTION 2	
	Cash	BreezeBy	Cash	BreezeBy
Motorcycle	\$1.00	\$0.75	\$3.00	\$1.50
Autos/Pickups	\$2.00	\$1.00	\$3.00	\$2.00
Commercial Trucks/Vans	\$6.00	\$4.00	\$8.00	\$6.00
3 Axle Truck	\$9.00	\$6.00	\$12.00	\$9.00
4 Axle Truck	\$12.00	\$8.00	\$16.00	\$12.00
5 Axle Truck	\$15.00	\$10.00	\$20.00	\$15.00
For each additional axle	+\$3.00	+\$2.00	+\$4.00	+\$3.00

TOLLING OPTIONS PUBLIC FEEDBACK – EXECUTIVE SUMMARY

Tolling open house events

Open house participation:

We received feedback from over 1,250 community members in Washington and Oregon on the two tolling options.

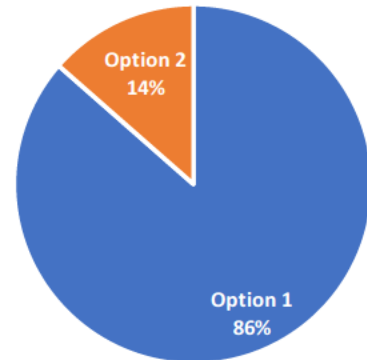
- White Salmon (May 31): 143 attendees
- Hood River (June 7): 28 attendees
- Online (May 31-June 14): 1,080 participants

Tolling option preference:

Of the participants who provided feedback on their tolling option preference, 86% chose Option 1 for being the option that best meets the community's needs.

- Option 1: Online: 893, White Salmon: 82, Hood River: 14 = Total 989
- Option 2: Online: 144, White Salmon: 11, Hood River: 0 = Total 155

Public Preference of Tolling Options



Comment Themes (in order of most common):

The following comments were received through event comment cards and through the online survey.

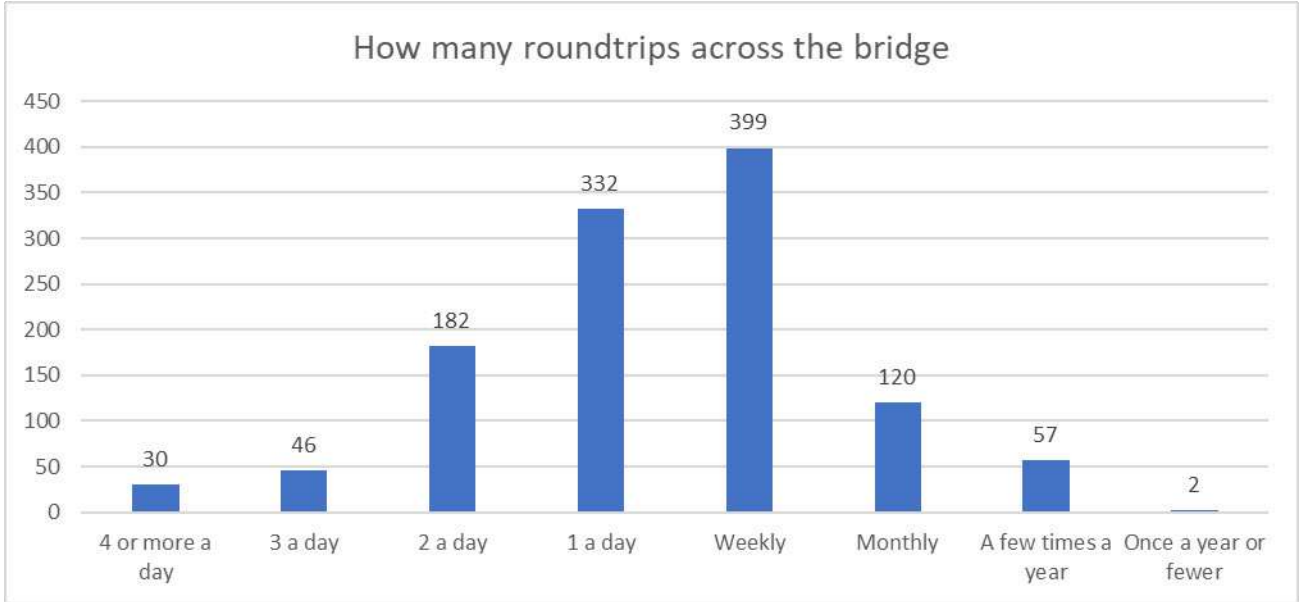
- 1. Budget and Funding.** Many participants had questions about the bridge replacement funding. Some of these comments were tied to Port of Hood River expenditures (see #2) while many more were around the use of tolls for replacement and when/if tolls would ever be eliminated (see #3). Others wanted to understand the funding mechanisms and get more clarity on what was happening with the project.
 - **Concerns about managing toll funds in the past.** Many expressed confusion about how previous tolls were spent. Many felt they had already paid for the new bridge. Clarity around accounting and previous expenses, for the bridge as well as other Port costs, were requested by many.
 - **Desire to sell Port property.** Multiple people suggested the port sell some of its properties, including its airport, to help pay for the bridge.
 - **Concern about future tolls.** Attendees asked how much the tolls on the new bridge would be, and how long they would be in place after the new bridge was built. Some expressed frustration that they understood the tolls to be temporary. Others requested that there not be tolls at all, or that locals get a steeper discount.
- 2. Requests for more info.** Many people asked for more information on a range of topics, including crossing statistics, clarity on tolls by vehicle types, toll increase timing, maintenance

funding and tolls for school buses. Several people requested more information about the overall project schedule.

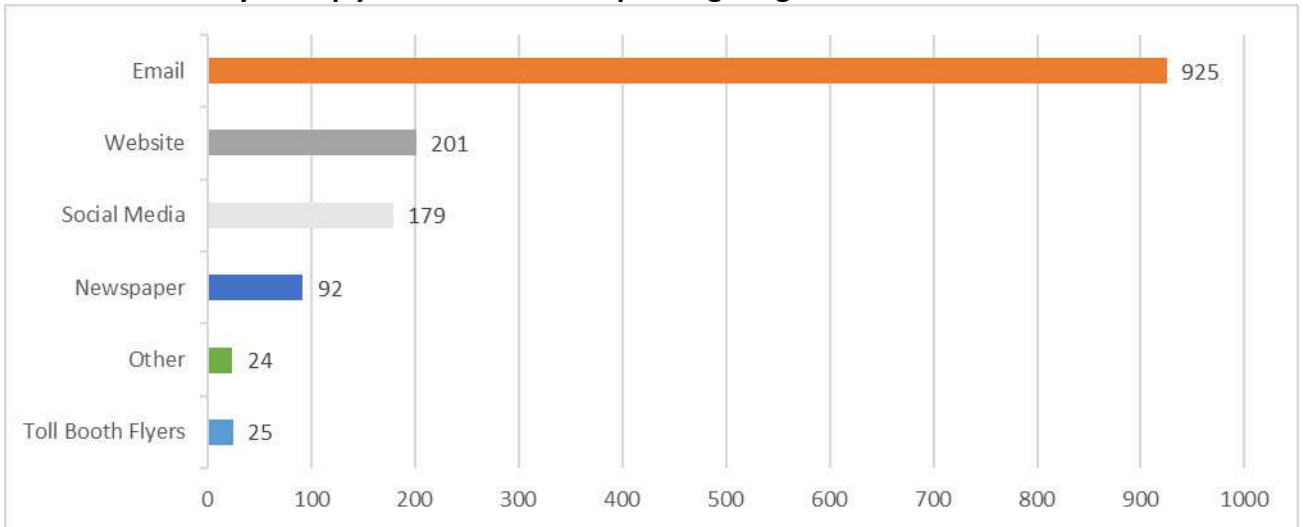
3. **Bridge Design.** Many participants had questions or suggestions for the bridge design or functionality. Several would like an aesthetically pleasing, tourist-friendly bridge. Others brought up design considerations related to bike and walking lanes (railing height, wind protection), while others were concerned with the approaches to the bridge and avoiding traffic delays.
4. **Support for low-income, disadvantaged or marginalized community members:** Several people asked about helping low-income folks with a toll break, either with a subsidy or a sliding scale based on income. Several asked for changes to improve BreezeBy accessibility, for example for people without bank accounts. A few also mentioned reduced or free access for tribal members.
5. **Free/improved transit.** Multiple people asked for improved public transit, with several asking for a park and ride bus/van to cross the bridge. One asked for connecting bus service to Hwy 141 park and ride.
6. **Tolling package suggestions.** Several shared suggested toll changes, including toll-free days, phased-in tolling, different rates for locals vs. visitors, discount for retirees or people with low-incomes, and a yearly toll.
 - **Higher tolls for tourists.** Several attendees felt that tourists should pay higher tolls than locals. Several people felt tourists would not notice higher tolls, and higher tolls wouldn't affect tourist travel across the bridge.
 - **Higher tolls for freight.** Some felt that given the danger trucks pose on the bridge and the increased impact they have on the wear and tear should equate to freight paying more.
 - **Lower tolls for motorcycles.** A few people noticed that the rate for motorcycles seemed disproportionate to their impact on the bridge.
7. **Bridge Authority:** Comments specific to the new Bridge Authority focused primarily on wanting to see transparent and accountable governance. Information was requested on how members will be appointed and whether there will be any oversight of the Authority.



How often do you use the bridge?



What's the best way to keep you informed about upcoming bridge activities?



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

A RESOLUTION AUTHORIZING A BRIDGE TOLL INCREASE

WHEREAS, the Hood River-White Salmon Interstate Bridge (“Bridge”) is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River (“Port”) must manage, maintain, inspect, and operate the Bridge in a safe manner for long-term use of residents, visitors, and businesses; AND

WHEREAS, the Bridge is beyond its design life, is functionally obsolete and insufficient for modern vehicle and marine freight configurations, and must be replaced as soon as possible; AND

WHEREAS, on December 6, 1994, the Port Commission approved Resolution No. 1994-1995-3 which increased the cash toll from \$.50 per axle to \$.75 per axle, with the sole purpose of additional revenue to fund the Bridge Fund, excepting some restrictive discounted tickets; AND

WHEREAS, an engineering assessment completed in 2011 and updated in 2023 demonstrated that capital and operational expenditures to keep the existing Bridge in good repair, safe, and operational, will continue to increase significantly; AND

WHEREAS, on October 18, 2011, the Port Commission approved Resolution No. 2011-12-1 which increased cash tolls to \$1 and increased the electronic tolls to \$.80 effective January 1, 2012 and dedicated the increase to the Bridge Fund; AND

WHEREAS, in 2016 the Port commenced a sustained effort to construct a new bridge as soon as reasonably possible, and in July 2017 obtained a financial commitment from the Oregon Legislature to complete a Final Environmental Impact Statement and carry out other pre-construction efforts to identify the most appropriate method for financing and developing of a new Bridge; AND

WHEREAS, on December 5, 2017, the Port Commission approved Resolution No. 2017-18-2 which increased cash tolls to \$2 and increased the electronic tolls to \$1 effective February 1, 2018 to meet the increasing costs for repair and capital upgrades to the existing bridge as well as future efforts to replace the Bridge; AND

WHEREAS, on February 6, 2023, the Bi-State Working Group (BSWG) received the reported results of the Washington State Transportation Commission Traffic & Revenue Study that provided two scenarios to provide the necessary toll revenues for the Hood River White Salmon

Bridge Authority (HRWSBA) activities, including for the purpose of capitalizing reserves for federal toll bonds; AND

WHEREAS, the BSWG anticipates the project will need to raise \$70-\$150 million in locally sourced funding to complete the project funding package; AND

WHEREAS, on April 3, 2023, the BSWG recommended the Port implement a toll increase rate schedule and timeline that would provide the adequate funding for the HRWSBA activities; AND

WHEREAS, on April 18, 2023, the Port approved Resolution 2022-23-13 directing staff and consultants to work with the BSWG to deploy a public input process focused on providing funding for the HRWSBA and to prepare a toll increase to be in effect by September 1, 2023; AND

WHEREAS, the Port’s Budget Committee met on May 2nd and approved the budget, as amended, including the addition of a Bi State Bridge Replacement Fund created to set aside an anticipated toll increase to fund the HRWSBA; AND

WHEREAS, the BSWG held public open houses in White Salmon on May 31st and Hood River on June 7th and a public outreach summary was shared with the BSWG and the Port Commission afterwards; AND

WHEREAS, the Bi State Working Group (BSWG) recommended the rates identified in this resolution be adopted by the Port Commission; NOW, THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The Board of Commissioners authorizes a toll increase dedicated to the HRWSBA effective September 1, 2023.

VEHICLE TYPE	CURRENT		SEPT. 1, 2023	
	Cash	BreezeBy	Cash	BreezeBy
Motorcycle	\$1.00	\$0.75	\$3.00	\$1.50
Autos/Pickups	\$2.00	\$1.00	\$3.50	\$1.75
Commercial Trucks/Vans	\$6.00	\$4.00	\$8.00	\$6.00
3 Axle Truck	\$9.00	\$6.00	\$12.00	\$9.00
4 Axle Truck	\$12.00	\$8.00	\$16.00	\$12.00
5 Axle Truck	\$15.00	\$10.00	\$20.00	\$15.00
For each additional axle	+\$3.00	+\$2.00	+\$4.00	+\$3.00

Section 2. The incremental toll revenue from this 2023 toll increase will be placed in the separate Bi State Bridge Replacement Fund to be used solely for the payment of expenditures associated with the Hood River White Salmon Bridge Replacement Project.

Adopted by the Board of Commissioners of the Port of Hood River this 11th day of July 2023.

SIGNED

President

ATTEST

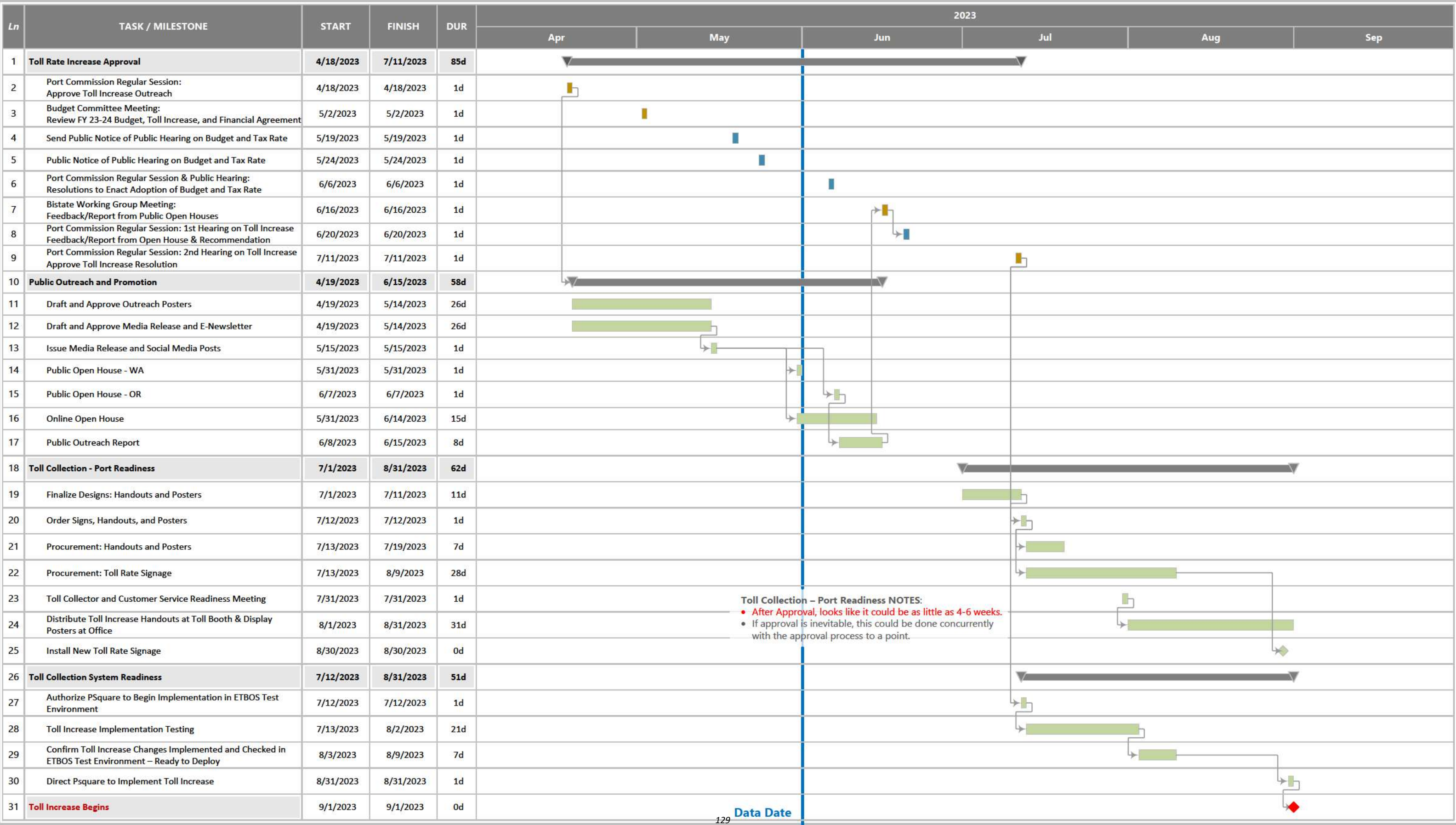
Secretary

DRAFT

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Funding: Toll Increase Implementation – Summary Schedule

Schedule Date: 05/31/2023



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Executive Director's Report
June 20, 2023

ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

- *Everyone on staff wishes to thank Commissioner Hoby Streich for his 21 years of exemplary service to the Port district constituency and we all want to congratulate him on his retirement. As tonight's meeting will be his last as a commissioner, special recognition will take place at the end of the meeting.*
- *Staff has been researching potential ways to provide a senior citizen discount on annual parking passes in 2024 and will be presenting processing ideas and seeking Commission input on verification requirements and the amount of the discount during the board planning session in the fall.*
- *The Forth Mobility electric car sharing pilot project funded by the U.S. Department of Energy will conclude June 30. At that time, ownership of the charging station located at the southern end of N. 1st Street will transfer to the Port. A new contract with OppConnect would be needed if the Commission wishes to provide charging service for private vehicles for a fee. The service contract amount would be very minimal and the Port can set its own charging rates. A proposal will be presented for approval during the July meeting.*
- *Nominees have been received by both Klickitat and Hood River Counties for the new Hood River White Salmon Bridge Authority (HRWSBA). Interviews and appointments are scheduled to take place June 20th.*
- *Staff is working on a second draft of the Intergovernmental Agreement between the Port and about-to-be-formed Hood River White Salmon Bridge Authority.*
- *DOTs and Port reader board signs have been programmed alerting motorists to the nighttime closures from June 20 through July 7. Staff has been fielding phone calls. An updated notice was made re-affirming that July 4th night and July 5th early morning will be open.*
- *The final updated version of the Gorge Regional Transit Strategy has been completed. A copy is included in the packet.*
- *Working with Arup to review HNTB's Amendment No. 4 request for next fiscal year. Last year's budget was \$5.4M and actual expenditures came in at \$3.6M. I'll present findings from the Arup analysis to the BSWG at their meeting on June 26th. Staff anticipates that a recommendation from the BSWG will be made to the Port in time for the July 11th Commission meeting.*



- *Daron Ryan, Hood River County's Public Health Project Manager, approached staff about the Health Department installing a Naloxone station on Port property. Naloxone is a drug that is used to assist people having severe reactions to opioids/fentanyl ingestion. We agreed that the waterfront where there are already many signs and activity would not be the best place, but the Port does own less visible property where folks congregate from time to time that might be more likely to need access.*
- *Ryan Klapprich, Facilities Manager; Greg Hagbery, Development Manager; and myself have completed the Principles of Procurement course through the Oregon Dept. of Administrative Services Procurement Office. The training should provide staff with a deeper bench in procuring construction and personal services contract work. Kristen Campbell and her team are also developing new Public Contracting Rules for Commission consideration. As a part of that process, new procurement checklists, guidelines and contracts will be developed following state standards modified for the Port.*
- *Columbia Gorge Economic Indicators report for May is attached.*
- *Commission directives from the June 6 meeting:*
 - a. *Staff to coordinate and schedule board meetings for July and August – Done.*
 - b. *Staff to revise Budget Resource graph and post to the Port of Hood River website – Done.*
 - c. *Staff to rebuild their financial policy - Done.*

FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR

- *The financial accounting software RFP was sent out on June 7th. We have received questions from two vendors that are well-known in the government accounting software world, and we are expecting more responses. The deadline to submit proposals is July 11th.*
- *The Oregon Society of CPAs held their two-day governmental accounting and auditing conference last week. Debbie presented a session on preparing financial statements. Other topics included accounting and report for federal grants, an update on Oregon audit requirements for local governments, and an update on governmental accounting standards.*
- *Deputy Finance Manager Jana Scoggins recently completed her Bachelor of Science in accounting. She will soon be embarking on her master's degree. She plans on becoming a CPA and continuing to work for the Port!*
- *Debbie met with representatives from ODOT as they plan for sending out RFPs for tolling software and support. It was a good discussion regarding the technical process behind tolling. Interoperability is a prime desire for both ODOT and the Port. We will also be working with the State of Washington to make sure transponders and BreezeBy accounts can be used throughout both states.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *Former Commissioner Jon Davies and friends volunteered to help clean up the Nichols Basin area (see photo to right) on June 5 with some tandem mowing and trash pickup. Thank you, Jon!*
- *The USCG vessel Whahoo is scheduled to be in Port June 28-29. It is a unique 87' Coast Guard cutter. We love having them come to visit Hood River.*
- *Our Event Site Host has reported a large uptick in thefts at the Event Site and surrounding area. Bikes, kite gear, personal items, etc. He reported stolen items from outside his RV.*
- *Our facility crew has had some serious irrigation challenges at the Event Site this Spring and the grass is in rough shape. Ryan has made it a priority to check that it's getting watered daily however the high use doesn't give the lawn any reprieve to grow. Staff has received several complaints about the situation.*
- *Parking enforcement workers Porter Haskell and Bryce Salmon, along with the Facilities crew, worked to remove outdated parking system signage and install new Text to Pay signage on June 15-16. We have not yet received our full order of signage so more will be coming but all zones now have outdated info signage removed.*
- *Eric Weist, logistics specialist with the Oregon Department of Agriculture will be conducting an invasive insects survey around the Marina area this summer. Eric will place four traps that will be checked every two weeks until September when they will be removed for study.*
- *A schedule of upcoming waterfront events is attached.*
- **DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER**
- *Negotiations with KPFF continue on the E. Anchor Way and N. 1st Street project. KPFF is incorporating additional scope items pertaining to historic project information and impacts site improvements on the waterfront. Given that additional scop items were introduced and required discussion and coordination between KPFF and their subs, the desired time frame to have a fully negotiated contract was unable to be accomplished. Staff intends to have the fully negotiated contract for Commission review that the next session.*



Description/Project	Task	Start	Due Date	Status
Lot 1/Phase 1 / Greg Hagbery: Lead	RFP Issued	1/1/2023	2/10/2023	Complete
	Pre-proposal Meeting	2/11/2023	3/1/2023	Complete
	Protest Period	3/2/2023	3/14/2023	Complete
	Proposal Deadline	3/15/2023	4/21/2023	Complete
	Negotiations	5/17/2023	6/14/2023 6/26/2023	6/23/23 - updated scope/fee reviewed; 6/15 - legal review. 6/13/2023 - Received updated scope and fee. 6/9 - Negotiated Scope including proof testing prior efforts. 6/7 - Reviewed 3rd Party Eval. 6/1 - Discussed revised scope; contract provisions; 5/29 - kickoff meeting. 5/17 - Notice of Intent to Award
	Legal Review/Final Docs	6/25/2023	6/14/23 7/6/23	Contracts Review; Legal Review; PM staff report
	Contract Approval/NTP		6/20/2023 7/11/2023	on agenda
	Implement Schedule		7/12/2023	enter into planning document

- *Port Facilities Staff and the Development Manager are coordinating a schedule for the completion of the Lower Mill infill project. Navigating the availability of staff and the cost benefits of performing this project in-house vs the full procurement procedure and timeframe necessary to adhere to proper procedures is something that will be analyzed.*
- *Staff is assessing a new key program to replace all locks at all Port Facilities which would allow Port Facilities and Emergency First Responders to have a single key for entry into all doors.*
- *Facilities staff will perform the “flip” of the previous Real Carbon space in the Big 7. This is a cost saving and time saving effort.*

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *The FBO Report for May 2023 is attached.*
- *Staff continue to work with Mascott to receive the schedule of delivery for the point of sale (POS) system for the Fuel Tank. Once the POS system is installed, the Port electrician will connect to power and the Mascott can perform the startup and training on the system. Once certified ready to dispense fuel, the Port will have a “soak” test conducted. This test will ensure that no contaminants exist in the system and fuel can be dispensed with confidence. Staff is coordinating with Titan Fuels to assist with the soak test.*
- *Facilities staff removed a windsock from the airfield that was in danger of damaging a port facility. Facilities staff intend to replace said windsock with a better mount.*
- *Staff is working with PAE and FAA to redefine the 2025 apron expansion project to redirect efforts to the South Apron in support of new hangar development through the BIL funding program.*
- *With the change in weather making flight operations more appealing, staff has received more noise complaints from community members.*

BRIDGE/TRANSPORTATION – RYAN KLAPPRICH, FACILITIES MANAGER

- *Ryan has moved into John’s old office and is getting up to speed on the newer computer/network.*
- *Most all of our herbicide spray areas are done with just Lot 1, Barman and Ryans Juice lot left.*
- *Thanks to a tenant report, we found that FLI hasn’t been doing Wasco Building irrigation - usually FLI does everything but repairs at Wasco so staff is following up with them to determine what is going wrong.*
- *Oddly, we have someone getting into our irrigation control systems and shutting them off, which you need a key to open. This has occurred three times at the Event Site and Nichols Basin.*
- *Windows at toll house have been cleaned.*
- *Speed bumps at the hook have been lowered.*
- *Extra porta potties and cleanings are now happening at the Event Site.*
- *We have finished the retaining wall and paving at the boat ramp and expect to finish the electrical on the 19th.*
- *We have repaired Marina Green irrigation pump that had a leak in a fitting underground on the suction side of pump, should fix museum issues.*

- *Big 7 real carbon space has been cleaned and masked ready to paint for new tenant.*
- *Wire Ropes project – sockets are running a little behind schedule but expect delivery on time. Fabrication of assemblies will occur in July.*
- *Underwater Pier project – Scheduled for field verification on the 14th but had motor failure prior to arrival, expected to continue in the week of June 19-23.*
- *Miscellaneous Truss Repairs will begin on the 20th. Attached is the closure schedule, along with an informational sheet about the equipment that will be on the bridge while the work is being performed.*
- *Pipeline painting - Northwest pipeline has contractors in place and I have sent them the paint specs for bridge. They plan on having a onsite meeting on July 6th to go over scope of work and bridge access, should be little to no lane closures.*
- *Lumen - Sent another email requesting an updated schedule and that we will not accept the spread out work plan.*
- *New fuel tank is anchored on June 16th.*
- *Facilities crew repaired a rotted boat ramp leading to the south dock.*
- *Updated schedule for the Miscellaneous Steel Truss Repairs on the following page.*

Description/Project	Task	Start	Due Date	Status	
Miscellaneous Truss Repairs/ Staff: Ryan & Kevin; PM: Mark Libby; Contractor: Abhe & Svoboda	RFP Issued	4/20/2023	5/11/2023	Complete	
	Pre-proposal Meeting	NA	NA		
	Protest Period	5/18/2023	5/25/2023	Complete	
	Contract Approval	5/30/2023	6/5/2023	Complete	
	Contract Start/Notice to Proceed			Complete	
	Pre-construction meeting	6/19/2023	6/19/2023	Scheduled	
	Submittals	Schedule	6/9/2023	6/12/2023	6/20 start date
		Debris Removal	6/23/2023	6/30/2023	
		Steel Repairs	6/23/2023	7/7/2023	
Clean & Seal		6/23/2023	6/30/2023		
Header Repair	6/25/2023	6/27/2023			

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THE

GORGE REGIONAL

TRANSIT STRATEGY



GORGE TRANSLINK

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**JUNE
2023**

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Acknowledgments

The Gorge Regional Transit Strategy was prepared by the Mid-Columbia Economic Development District in coordination with state, regional, and local partners in both Oregon and Washington including Oregon Department of Transportation (ODOT), Washington State Department of Transportation (WSDOT), Mt. Adams Transportation Services (MATS), Columbia Area Transit (CAT), Sherman County Transit, The Link, Skamania County Transit, and SW WA Regional Transportation Council.

The Mid-Columbia Economic Development District would like to thank the Gorge Regional Transit Strategy Advisory Committee, Stakeholder Advisory Group, and everyone who participated in the outreach events and surveys and provided insights and feedback.

The Advisory Committee included members of the Gorge TransLink in addition to other members to form a diverse, bistate group. A full list of people and groups that were engaged can be found at <https://gorgetranslink.com/gorge-transit-strategy/>.

The Mid-Columbia Economic Development District would also like to thank the Gorge TransLink transportation providers for their significant contribution to this process and for their heroic efforts each and every day to provide mobility and access to their communities. This project is partially funded by the Oregon Department of Transportation (ODOT) and WSDOT.

Project Management Team

Don Morehouse, ODOT Region 4
 Bill Baumann, WSDOT SW Region
 Kathy Fitzpatrick, MCEDD Mobility Manager
 Susan Wright, Kittelson & Associates, Inc.

Advisory Committee

WSDOT: Chelsey Martin
 ODOT: Valerie Egon
 MATS: Sharon Carter, Norma Pickett
 CAT: Amy Schlappi
 Sherman County Transit: Kelsi Phillips
 The Link: Jesús Mendoza
 Skamania County Transit: Sophie Miller
 ODOT Region 4 Transit Coordinator: Jovi Anderson
 SW WA Regional Transportation Council: Dale Robins, Adam Fiss

Stakeholder Advisory Group

Public and Private Transit Providers
 Tribal Representatives
 Local Governments and Ports
 Land Managers
 Veterans Services Organizations
 Hood River County Energy Council
 State and Federal Government and Agencies
 Health and Wellness Organizations
 Higher Education
 Local Employers
 Local, Regional, and Federal Planning
 Tourism and Outdoor Recreation
 Historic Columbia River Highway
 USDA Forest Service
 Active Transportation Liaisons
 Nonprofits and Community Based Organizations

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- Phase 1: Foundations Memo
- Memo 1: Public Involvement Plan
- Memo 2: Existing Framework
- Memo 3: Regional Travel Patterns, Transit Gaps, and Opportunities Analysis
- Memo 4: Vision and Funding
- Memo 5: Regional Transit Solutions
- Memo 6: Key Initiatives

The Gorge TransLink Providers



Columbia Area Transit (Hood River County)
 Skamania County Transit
 Mt. Adams Transportation Services
 The Link Public Transit (Wasco County)
 Sherman County Transit



Bingen, WA

Source: Wikimedia Commons, by Zach Dischner - Endless Possibilities, CC BY 2.0

1 / Introduction

A CONNECTED, ACCESSIBLE GORGE

Why Do We Need to Expand Public Transit in the Region?

Transit is key to helping the region respond to the growing challenges of housing affordability, congestion, environmental degradation, workforce mobility, and the ever-increasing population in the Portland metro area. Aging populations in all five counties will continue to increase the need for transit access.

Strategy Area



What We Heard

- “Achieve workforce equity by expanding regional transit.” *Member of the Goldendale Chamber of Commerce*
- “Public transit can increase access to education and training for those who are experiencing transportation-related barriers.” *Staff at Columbia Gorge Community College*
- “One challenge is reducing the jurisdictional barriers regarding funding and bistate services.” *Staff of Southwest WA Regional Transportation Council*



Why Do We Need This Plan?

This project develops a roadmap for a regionally coordinated and integrated public transportation system in the Mid-Columbia River Gorge, a rural five-county, bistate region.

Although each transportation provider's authority ends at its county line, transit connections to neighboring counties are important. The region shares a common workforce and common geography. Residents regularly cross jurisdictional borders for many reasons.

For that reason, Columbia Area Transit (Hood River County), The Link (Wasco County), Sherman County Community Transit, Mt. Adams Transportation Services (Klickitat County), and Skamania County Public Transit formed the Gorge TransLink Alliance in 2010.

GORGE TRANSLINK'S PURPOSE

- 1 Enhance the ability of members and their respective governing bodies to work towards **improving connections** within and between Hood River, Wasco, Sherman, Skamania, and Klickitat Counties.
- 2 **Address gaps** in public transit routes and barriers to using public transit in the Gorge.
- 3 **Improve public education** and understanding of transit services.
- 4 Provide **seamless, high-quality transit service** to all residents and visitors.

This document includes prioritized and actionable strategies and recommendations, including a transit map that clearly articulates the Region's vision of a successful regional transit system.

This plan is a flexible, living document developed with input from state, regional, and local partners. The strategies focus on enhancing the regional network and coordination activities. They are intended to support the current and future plans of each of the five transportation providers of the Gorge TransLink and not conflict with local planning documents.

What Stands in the Way of Taking Transit in the Gorge Today?

Transit in the Gorge region today is limited mostly by service gaps. This might mean service that doesn't run early enough or late enough, that doesn't reach desired destinations, or that fails to make timely connections with other service lines.

Transit gaps and opportunities in the region were identified through an inventory of existing conditions; by assessing current and future resident or visitor travel patterns within and connecting to the project area; through public input from an online open house; and by reviewing gaps from the Phase 1: Foundations Memo.

- There is limited service on evenings and weekends and there are long headways that can make it difficult to catch the bus when you need to or transfer smoothly between routes (the public's highest priority is to help residents access places they need to go).
- There are gaps in local services and regional connections across the region.
- There are gaps in first mile/last mile access and geographical constraints that make it challenging for people to ride transit in the Gorge.
- There's a need for a better platform for coordination between public and private providers and community partners to improve transit service and delivery.

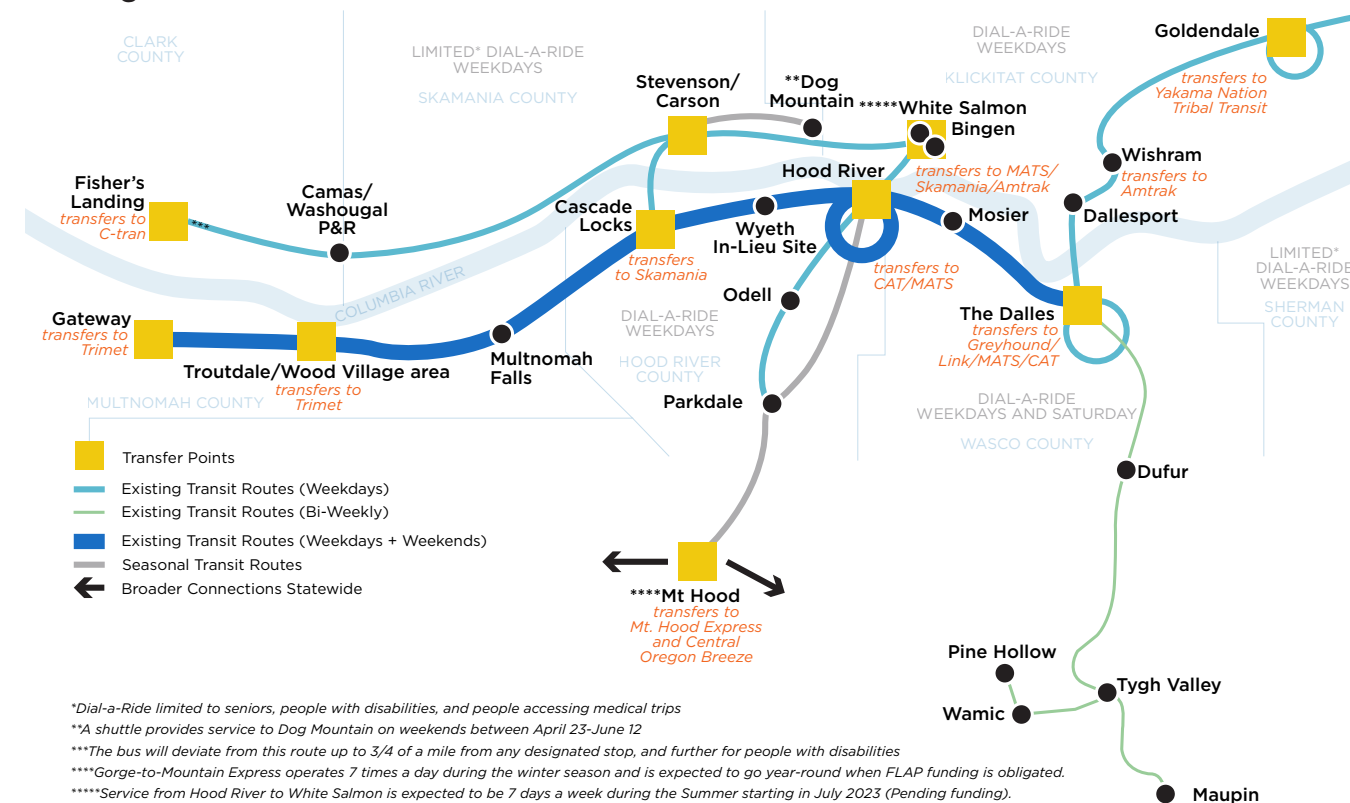
PRIORITY DESTINATIONS THE PUBLIC IDENTIFIED NEEDING BETTER TRANSIT ACCESS INCLUDE:

- Columbia Gorge Community College campuses
- Native American In-lieu and Treaty Fishing Access Sites
- Healthcare facilities in the Portland Metro Area, particularly for medical rides that are not reimbursable
- Lyle, Warm Springs, and Trout Lake

ADDITIONAL GENERAL DESTINATIONS THAT NEED TRANSIT ACCESS INCLUDE:

- Urbanized areas throughout the five counties to provide regional transit opportunities
- Local circulators to expand access within communities and facilitate connections between local and intercity routes
- Recreational areas including trailheads, wineries, and museums

Existing Transit Service



THERE ARE BARRIERS TO PROVIDING COMPREHENSIVE TRANSIT IN THE REGION INCLUDING:

- Lack of transit and active transportation infrastructure
- Lower population density in rural areas
- Lack of new funding sources
- Dispersed geography and limited parallel routes within the region
- The seasonality of tourism and recreation
- A need for more marketing, branding, and public awareness of existing services
- Limited staff resources

What We Did in Phase 1

Phase 1 concluded in Winter 2021. This first phase focused on strengthening partnerships, analyzing local transportation plans in the Columbia Gorge, and developing a collective regional vision.

The main objective of Phase 1 was to combine the goals, policies, and priorities of local transportation planning efforts. Together, these serve as the foundation for the work of the regional collaborators to develop the vision and goals that guide the implementation strategies for Phase 2.

Phase 2 Objectives

Based on the Phase 1 vision and goals, Phase 2 focused on a more comprehensive implementation strategy. This included further data analysis, funding and financial planning, assessment of potential regional organizational structures, and operational and policy strategies.

This strategy focuses on planning for regional transit service, decisions about local routes and dial-a-ride service are made by individual providers.

LEARN MORE

Learn more about the outcomes of Phase 1 in the [Phase 1: Foundations Memo](#).

GORGE TRANSLINK HAS ACCOMPLISHED A LOT IN THE LAST FEW YEARS!

Klickitat County launched fixed routes in 2018 and has already expanded their hours and frequencies.

The Link Public Transit (Wasco County) launched its first fixed route service in 2019 and is now running three routes.

Skamania County extended its routes to Klickitat County and across the river into Cascade Locks, Oregon in 2021, providing connections to the regional system.

CAT (Hood River County) increased the number of routes providing access to essential destinations and recreation, seasonally and year-round in 2019.

The Gorge TransLink developed a fare system (GOrge Pass) for riders to use for fixed-route transit across providers in 2021.

Sherman County Community Transit has recently received more grant funds to expand their facilities and their services.

With additional resources and streamlined decision-making, Gorge Translink can accomplish even more.

Dog Mountain, WA



2 / Vision

VISION

Public transit supports thriving Columbia River Gorge communities by providing access to critical services, higher education, jobs, and outdoor recreation while protecting the natural wonders of the Gorge.

Goal Area: Community and Economic Vitality

Public transit in the Columbia River Gorge supports community livability and economic vitality by supporting business and housing development, the multimodal transportation system, workforce mobility, and regional resiliency.

- Transit provides workforce mobility.
- Transit supports the local and regional economies.
- Transit provides access to outdoor recreation for residents and visitors.
- Transit reduces the need for expensive parking infrastructure within communities.
- Transit mitigates traffic congestion and dangerous traffic conditions.
- Transit supports multimodal connectivity.
- Transit supports local and regional disaster response.
- Transit supports local planning efforts to develop affordable communities.

Goal Area: High-Quality Service and Experience

Public transit in the Columbia River Gorge provides all residents and visitors with seamless and equitable access to community resources and to key connection points.

- Transit service is reliable, seamless, and coordinated.
- Transit service is as convenient as driving a private vehicle.
- Transit provides service to key connection points within and outside of the region.
- Transit service is equitable and affordable, prioritizing underserved and diverse communities while making them feel welcome and safe.
- The transit network of providers has high organizational capacity.

Goal Area: Environmental Stewardship

Public transit in the Columbia River Gorge protects the natural environment.

- Transit is used in combination with other tools to protect our natural resources by reducing overcrowding at popular recreation areas.
- Transit reduces Green House Gas emissions by moving more people with efficient and low/no-emission vehicles.
- Transit reduces the need for large parking lots in our pristine natural areas.

Goal Area: Financial Sustainability

Public transit in the Columbia River Gorge is financially sustainable, expanding operations with increased capacity and new funding sources.

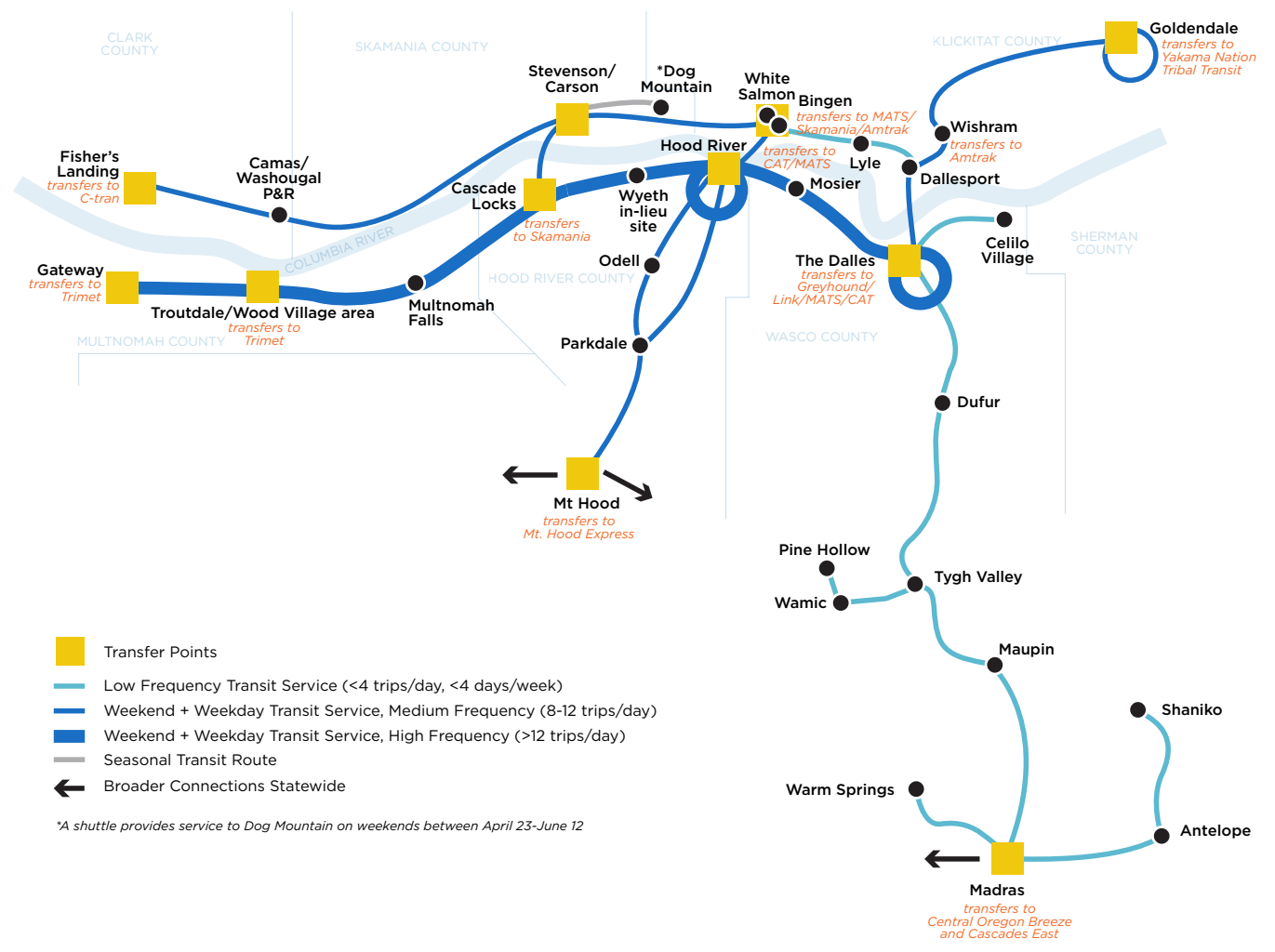
- Transit has new, sustainable, and diversified funding sources.
- Transit providers coordinate services, providing cost efficiencies.
- Transit has the capacity and funding levels necessary to achieve other goal areas.



White Salmon, WA

MAKING THE VISION A REALITY

Preferred Regional Transit Strategy Map



The map above illustrates the preferred strategy for making progress towards the vision. The map was developed based on an analysis of gaps and opportunities and discussions with the project advisory groups.

Cities and communities that are already served by transit or that were included in adopted local planning documents were included on the map. Additional key stop locations/communities to serve were added through the vision refinement process conducted with advisory groups.

The Strategy: Accessibility

This preferred strategy map represents a potential service level vision that includes service seven days a week on most routes, with a target of 60-90 minute frequency service along each route and a new direct

connection from White Salmon to Dallesport. To achieve this level of service, additional funding is required. Higher levels of service are needed to fully implement the vision in the longer term.

To implement the regional vision, the Gorge TransLink partners and local agencies need to work together to expand local transit routes; coordinate timetables with each other; increase the area that can be reached by carshare, vanshare, and carpools; and expand access to local taxis to provide connections to/from regional transit.

Gorge TransLink is constantly working to improve transit in the region. They are already working on some of the initiatives included in this document, and some may be complete before the plan is adopted!

3 / Implementation

SUPPORTING TRANSIT ACCESS THROUGH GOVERNANCE

This section documents short- and long-term implementation actions to expand governmental capacity to provide transit service. Five governance scenarios (described on p 14) were explored and screened with reference to the Status Quo according to their ability to:

- Improve system clarity for customers and the general public
- Provide government accountability, oversight, and policymaking
- Support regional equity
- Improve operational efficiency
- Reduce agency staff burden and share staff expertise
- Increase funding opportunities

Each scenario would have to be explored further before long-term implementation. **Forming a policy level board, such as a Regional Transit Advisory Board, is a key short-term action needed to help implement the vision and make decisions about longer term governance.**

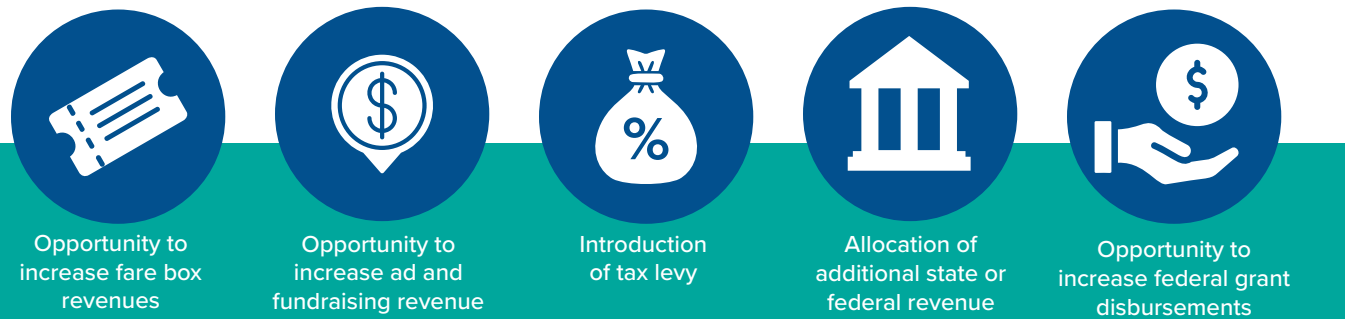
LEARN MORE

[Memo 5: Regional Transit Solutions](#) provides details on potential governance scenarios and documents their evaluation.



Wasco County, OR

Governance Scenarios Considered to Help Facilitate Coordination, Decision-Making, and Increase Funding



ENHANCED STATUS QUO

The Gorge TransLink would update guiding documents and provide modest changes to enhance efficiency, effectiveness, and oversight. The increased clarity of roles could help with regional decision-making. The updates could provide an established format for elected officials to interact. The enhanced status quo would provide sustainable funding for Gorge TransLink staff.



TRANSIT ADVISORY BOARD

A Regional Transit Advisory Board (TAB) would be established. There are levels of oversight and authority that could be given to the TAB based on the consensus of all parties involved. The TAB would improve elected oversight of regional decision-making processes and provide a central forum for prioritizing transit initiatives and projects.



JOINT DISTRICTING OR SINGLE-COUNTY DISTRICTS

Joint or Single-County Districts would be formed. These districts would continue to be separate agencies with transit management responsibilities but would have potential to increase local revenue generation across the region. These options could be combined with the TAB or the Regional Cooperative or Transportation Management Organization (described below).



REGIONAL COOPERATIVE OR TRANSPORTATION MANAGEMENT ORGANIZATION

A Regional Cooperative or Transportation Management Organization would be formed as a separate legal business entity and could encompass counties in both Oregon and Washington. These entities could centralize many functions, improve public transparency, and enhance stewardship and oversight by regional elected officials in a single forum. There could still be a separate co-op board and staff and the current transit agencies could be the owners of the co-op.



BISTATE GOVERNMENTAL AGENCY

A Bistate Governmental Agency would be an entity created through legislation rather than an interagency agreement. The legislation could designate the agency as the region's service provider, rather than having a separate agency for each county. This option would provide enhanced elected oversight at the regional level and centralize all planning and operating decisions. Creating a bistate district would require legislation in both states.



Short-Term Action

FORM A TRANSIT ADVISORY BOARD (TAB)

Forming a TAB would create a policy-level forum for the region to help implement the short-term aspects of the regional strategy and further explore options for a centralized transit organization for the region, such as a regional cooperative, transportation management organization, or new bistate governmental agency.

The board would be created with memorandums of understanding or interagency agreements signed by all partners that would define its roles, responsibilities, and decision-making authorities for the regional transit program. The board's purpose would be to provide policy-level input on regional transit plans, programs, and initiatives; to prioritize regional transit projects; and to recommend plans and strategies for ultimate adoption by each county's decision-making body.

Alternatively, the board could be vested with the authority to approve regional transit plans and projects outright. Bylaws would be written to describe board member eligibility and expectations, member dues, officers, meetings, and rules of procedure. Decisions for forming a TAB and by the TAB would be achieved through the consensus of all parties involved.

Identifying sustainable funding sources for a mobility manager is critical to ongoing work of the TransLink Alliance and an essential goal of the governance implementation actions.

LEARN MORE

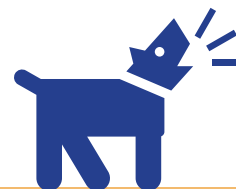
[Memo 6: Key Initiatives](#) documents why forming a TAB is recommended, a potential process for forming one, what steps the TAB could take to increase funding, and actions the TAB can support to improve regional coordination and transit service opportunities.



Hood River, OR

STEPS FOR FORMING A TRANSPORTATION ADVISORY BOARD (TAB)

1	Appoint Facilitator	Identify a formational coordinator who will facilitate initial work sessions until the TAB is approved and a TAB manager is selected.
2	Work Session 1: Regional Transit Summit	The Mid-Columbia Economic Development District (MCEDD) will convene a Regional Transit Summit. The first work session will include presenting the background and recommended key initiatives from the Gorge Regional Transit Strategy (GRTS) project, explaining “Why a TAB?” and discussing proposed TAB structure and representation.
3	Draft TAB Memorandum of Understanding (MOU)	Prepare a Draft MOU based on Work Session 1.
4	Final TAB MOU	Finalize MOU and coordinate signatures.
5	Draft TAB Bylaws	Prepare draft to include with agenda packet for Work Session 2.
6	Draft TAB Biennial Work Plan	Prepare draft to include with agenda packet for Work Session 2.
7	Draft Technical Committee Charter	Prepare draft and circulate to existing staff-level group for review and comment.
8	Work Session 2: Initial TAB Meeting	The agenda for Work Session 2 would include discussing the draft TAB bylaws, work plan, and Technical Committee charter.
9	Final Draft Bylaws, Work Plan, Technical Committee Charter	Refine draft documents to reflect Work Session 2 discussions and circulate to parties for review and comment.
10	Work Session 3: TAB Meeting	The agenda for the third work session would include approving the bylaws, biennial work plan, Technical Committee’s charter, and TAB manager, establishing a regular meeting schedule and having a presentation on a regional issue.
9	Begin Monthly Technical Committee Meetings	A typical agenda would include coordinating any route, schedule, stop changes, working on topics in the charter, or as assigned by the TAB, and preparing for upcoming TAB meetings.
10	Begin Quarterly TAB Meetings	A typical agenda would include reviewing the TAB manager’s report, the Technical Committee chair’s report, and presentations/updates/ discussion on work plan topics.



Wasco County, OR

Long-Term Actions

EXPLORE OPTIONS FOR A CENTRALIZED TRANSIT ORGANIZATION FOR THE REGION

Options for a more centralized transit organization for the region, such as new transportation districts, a regional co-op or transportation management organization, or a new bistate governmental agency, would lift the administrative burden of transit programs from existing partner agencies.

Benefits of this approach include:

- Potentially greater staff-level expertise than is currently possible, since staff at county agencies must often wear multiple hats.
- Economy of scale for the region in nearly all aspects of transit program delivery: planning, purchasing, operating, contracting, maintenance, etc.
- Potential to increase local funding

The TAB would be responsible for further exploring opportunities to form a new centralized transit organization for the region and the counties would be responsible for exploring opportunities to create county transportation districts to increase local funding generation opportunities.

LEARN MORE

[Memo 5: Regional Transit Solutions](#) provides details on the full list of potential initiatives to address gaps and opportunities. It also identifies which governance model(s) facilitate these initiatives and the recommended implementation time frame.

WORKING TOGETHER ON THE KEY STOPS AND PLANNING DECISIONS

This section documents regional coordination, infrastructure, and information implementation actions.

Regional Stops

Transit travel between communities across county lines can require long waits or overnight stays in remote areas to make a transfer between service providers. When providers change the location of a stop or make schedule adjustments at that stop, it can have partner system impacts that create problems for intercounty travelers.

There are limited local transit and active transportation infrastructure connections supporting connections to local and regional transit. Dial-a-ride, park-and-rides, mobility hubs, electric bikes, electric carshares, and carpools, particularly at regional stops, can help provide these connections and serve rural areas. Active transportation improvements should be made to transportation infrastructure so it is comfortable for people of all ages and abilities and meets Americans with Disabilities Act accessibility standards.

Although greater frequency is needed to optimize transfers and minimize wait times, coordinating between Gorge TransLink members, Amtrak, and Greyhound can improve the ability to travel between counties and increase the number of trips that do not require a transfer. The table below describes steps for establishing and maintaining regional stops and increasing service coordination at these locations.

STEPS FOR REGIONAL STOP COORDINATION

1	Identify Regional Stops	Hold a work session across providers to identify regional stop locations.
2	Create New Regional Stops	Provide a standing agenda item on TAB Technical Committee agendas for route and schedule coordination.
3	Enhance Regional Stops	Provide branded shelters, timetables, and other amenities at each regional stop location by 2025.
4	Maintain Regional Stops	Create a regional procedure for who will maintain the regional stops.
5	Coordinate before Relocating Stops	Create a regional procedure for communicating and coordinating upcoming schedule changes.



Stevenson, WA

Data Collection

A uniform process for collecting, recording, storing, and reporting passenger information and operational data across counties should be created. This data could help support applications for grant funding and inform route planning. The table below describes steps for standardizing and utilizing data collection.

STEPS FOR DATA COLLECTION

1	Inventory Existing Data Collection	Inventory existing data collection tools and methodologies.
2	Standardize Data Collection	Identify performance metrics and create consistent methodologies for tracking those metrics across providers.
3	Track Regional Performance	Create a performance monitoring process that tracks regional ridership, costs, and benefits of transit travel in the region. Each member agency will provide consistent, periodic data on ridership, routes, and vehicles to track performance.
4	Distribute Data	Establish data accessibility and management responsibilities.

INCREASING AWARENESS OF THE PUBLIC TRANSPORTATION OPTION AND HOW TO USE IT

This section documents the actions needed to increase the public's awareness of public transit and make it easier for people to understand how to use transit.

Consistent Branding and Policies

Implement consistent branding of buses and stops, naming conventions for transit routes, and rider policies. The table below describes steps for establishing consistent branding and policies.

STEPS FOR ESTABLISHING CONSISTENT BRANDING AND POLICIES

1	Branding	Consistent branding of vehicles and bus stops supports public awareness of services. Provide consistent design standards and/or level of amenities at bus stops. Branding can include service area and phone numbers (e.g., include the cities served and share the phone number of the TransLink Phone Platform).
2	Route-Naming Conventions	Establish route-naming conventions across providers that inform riders about the service the route provides.
3	Policies	Create consistent rules and guidelines regarding rider behavior, pets and service animals, bicycle transport, holiday service days, and operation schedules. Appendix C summarizes existing rider policies across service providers and recommends draft-aligned policies.

Marketing and Education

Additional strategies are needed to improve public recognition of the transit system.

The customer experience can be improved by enhancing marketing and education materials and consolidating transit resources so riders can gather information across services from a single, printable web page. The steps for implementing this strategy are described in the table below.

STEPS FOR ENHANCING MARKETING AND EDUCATION

1	Gather Information about Existing Transit Service	Gather detailed information about existing transit service and policies across providers.
2	Create Clear and Concise Transit Resources	GORge Pass: Continue offering the GORge Pass to facilitate paying for transit across providers. Simplify Fare Payment: Align fare payment systems and prices across providers. Gorge TransLink Online Platform: Continue building a stronger online presence for travel resources at http://www.gorgetranslink.com . Ensure that information about all providers' routes is available directly on the website for smooth user experience. Improve the ease of using the trip planning tool, and support route integration across providers in Google Maps. Gorge TransLink Phone Platform: Implement an automated phone information system with the same call-in number for all five transit agencies. This automated phone system can make it easier for passengers who use dial-a-ride to get pickup times and cancel appointments. It can also provide information about routes and schedules, such as the next time a bus is scheduled to be at a specific stop. This will likely require all providers to use the same dispatch software for demand-response services.
3	Educate Riders and Customer Service Representatives	Travel Training: Continue offering travel training in Wasco and Hood River counties and expand the service to Klickitat, Skamania, and Sherman counties. Customer Service Training Program: Provide an annual training session on regional pass sales and customer service strategies for staff at all Gorge TransLink member organizations and for staff of higher education, local businesses, recreation managers, tourism organizations, and human services..
4	Advertise Services	Marketing Campaigns: Market services through websites, social media, local newspapers, printed signs and banners, radio interviews, and/or direct mail. Public Information Coordinator: Create an additional part-time position dedicated to managing outreach and external communication efforts. This coordinator would be responsible for working with media consultants on outreach materials, managing the Gorge TransLink website, drafting key public messages for review and approval, preparing periodic press releases, providing radio and television interviews, implementing and managing a single-call information service, presenting to local agencies and organizations, and serving as a community organization.
5	Update Information about Existing Transit Service	Ensure materials are kept up to date as routes, schedules, and policies are updated.

FILLING THE GAPS IN REGIONAL TRANSIT

The table on the following pages summarizes existing service levels, service level increases needed to implement the regional strategy map, coordination needs, implementation needs, and paratransit requirements for each route according to the regional strategy map.

The primary themes are summarized below:

- The service vision includes adding lifeline service (<4 trips/day, <4 days/week) for the following routes:
 - The Dalles – Dufur – Tygh Valley – Maupin – Madras (with connections to Warm Springs, Shaniko, and Antelope)
 - The Dalles – Celilo Village
 - Bingen – Lyle – Dallesport
- Providing weekend service across routes and expanding service hours in the evening is a need for many routes.

Each route update includes a time frame for implementation:

- The Short-Term Horizon includes updates that could be implemented by redistributing resources or identifying smaller grants, or that are already planned for near-term updates by agencies.
- The Medium-Term Horizon includes high-priority updates that would require substantial additional funding, such as adding weekend and expanding evening service.
- The Long-Term Horizon includes updates that require substantial additional funding and are secondary priorities.

The Key Initiatives for enhancing service include:

- Expand capacity to provide transit service: identify public and private partners that support expansion of transit service.
- Provide service seven days a week across the I-84 and SR-14 routes within all counties. This includes:
 - Increasing service along The Dalles – Hood River route to match the frequency of the Columbia Gorge Express
 - Adding weekend service to the Bingen – Vancouver, Goldendale – The Dalles, and White Salmon – Bingen – Hood River routes
 - Taking action to creating routes between Bingen – Lyle – Dallesport and The Dalles – Celilo Village routes with weekend service
- Explore opportunities for fleet electrification: converting vehicle fleets to hybrid and electric vehicles requires vehicles with sufficient range and proper charging stations. In the long term, electric vehicle fleets can help reduce both maintenance and fueling costs. Pursuing grant funding to support electrification initiatives and constructing charging and alternative fueling facilities supports the purchase of hybrid or fully-electric vehicles.

The Vision for Future Service: Coordination and Implementation

Route	Existing Service Level	Vision for Future Service Level	Coordination and Implementation Needs	Paratransit Requirements	Time frame for Implementation (Short-Term, Medium-Term, and Long-Term)
Hood River – Local Routes	Hood River Every day 7:45 a.m.-7:15 p.m. 16 trips/day	<ul style="list-style-type: none"> Expand evening service Create new local routes Increase frequency 	<ul style="list-style-type: none"> Coordinate major stops and schedules to facilitate transfers between services 	<ul style="list-style-type: none"> Local fixed-route service: Paratransit service is required Currently met by providing complementary paratransit 	Medium-Term
Hood River – Mosier – The Dalles	The Dalles 6:45 a.m.-6:15 p.m. Service hours and frequency are reduced on weekends. 4 trips/day	<ul style="list-style-type: none"> Add evening service Increase frequency to at least 12 trips/day 	<ul style="list-style-type: none"> Coordinate schedule to maximize efficiency transferring to the Columbia Gorge Express Identify funding to provide additional frequency and evening service 	<ul style="list-style-type: none"> Intercity route: Paratransit service not required 	Medium-Term
Hood River – Cascade Locks – Multnomah Falls – Troutdale – Portland	Columbia Gorge Express Every day 5:30 a.m.-7:30 p.m. Up to 11 trips/day	<ul style="list-style-type: none"> Expand evening service Add strategic stops 	<ul style="list-style-type: none"> Identify funding and expand staff to extend evening service 	<ul style="list-style-type: none"> Intercity route: Paratransit service not required 	Long-Term
Hood River – Odell – Parkdale	Upper Valley Weekdays 7:10a.m.-6:30 p.m. 7 trips/day	<ul style="list-style-type: none"> Add weekend service Expand evening service Increase frequency 	<ul style="list-style-type: none"> Identify funding and expand staff to extend evening service and add weekend service 	<ul style="list-style-type: none"> Intercity route: Paratransit service not required 	Medium-Term
Hood River – Bridge of the Gods	Cascade Locks Weekdays 11:25 a.m.-12:15 p.m. and 6:30-7:20 p.m., 2 trips/day ¹	<ul style="list-style-type: none"> Understand local needs better 	<ul style="list-style-type: none"> Identify funding and expand staff to extend evening service 	<ul style="list-style-type: none"> Intercity route: Paratransit service not required 	Medium-Term
Hood River – Parkdale – Mt. Hood	Gorge-To-Mountain Express Seasonal ²	<ul style="list-style-type: none"> Provide year-round service 	<ul style="list-style-type: none"> Identify funding and expand staff to provide year-round service 	<ul style="list-style-type: none"> Intercity route: Paratransit service not required 	Short-Term
Hood River – Dog Mountain	Dog Mountain Shuttle Seasonal Weekends 6:50a.m.-5:50 p.m. 2 trips/day between Hood River–Dog Mountain, every 30 min between Skamania Fairgrounds – Dog Mountain	<ul style="list-style-type: none"> Increase frequency between Hood River-Dog Mountain 	<ul style="list-style-type: none"> Identify funding and provide more frequent service between Hood River-Dog Mountain Coordinate schedule to maximize efficiency transferring to and from the Columbia Gorge Express 	<ul style="list-style-type: none"> Intercity route: Paratransit service not required 	Short-Term

¹ This route includes overlapping segment with the Columbia Gorge Express.
² CAT recently received a grant to convert this service to year-round.

Route	Existing Service Level	Vision for Future Service Level	Coordination and Implementation Needs	Paratransit Requirements	Time frame for Implementation (Short-Term, Medium-Term, and Long-Term)
White Salmon – Bingen – Hood River	White Salmon to Hood River Loop Weekdays 7 a.m.-7 p.m. 9 trips/day	<ul style="list-style-type: none"> • Add weekend service • Expand weekday service 	<ul style="list-style-type: none"> • Investigate providers to contract weekend service 	<ul style="list-style-type: none"> • Intercity route: Paratransit service not required 	Medium-Term
The Dalles – Local Routes	Blue Line Weekdays 16 trips/day 7:00 a.m.-5:25 p.m. Saturday 5 trips/day 9:00 a.m.-3:25 p.m. Red Line Weekdays 10 trips / day 7:00 a.m.-5:25p.m.	<ul style="list-style-type: none"> • Add weekend service • Expand weekday service 	<ul style="list-style-type: none"> • Coordinate major stops and schedules to facilitate transfers between services • Coordinate schedule to maximize efficiency transferring to and from the Columbia Gorge Express 	<ul style="list-style-type: none"> • Local fixed-route: Paratransit service is required • Currently met by providing deviations 	Medium-Term
Maupin – Wamic – Pine Hollow – Tygh Valley – Dufur – The Dalles	South County Shuttle Tuesdays and Thursdays 2 trips/week	—	—	<ul style="list-style-type: none"> • Intercity route: Paratransit service not required 	N/A
Madras – Maupin – Wamic – Pine Hollow – Tygh Valley – Dufur – The Dalles (with connections to Warm Springs, Shaniko, and Antelope)	—	<ul style="list-style-type: none"> • Add service • <4 trips/day, <4 days/week 	<ul style="list-style-type: none"> • Pursue funding for lifeline service, time to facilitate regional transfers 	<ul style="list-style-type: none"> • Intercity route: Paratransit service not required 	Long-Term

Route	Existing Service Level	Vision for Future Service Level	Coordination and Implementation Needs	Paratransit Requirements	Time frame for Implementation (Short-Term, Medium-Term, and Long-Term)
The Dalles – Celilo Village	—	<ul style="list-style-type: none"> • Add service • <4 trips/day, <4 days/week 	<ul style="list-style-type: none"> • Pursue funding for lifeline service, time to facilitate regional transfers 	<ul style="list-style-type: none"> • Intercity route: Paratransit service not required 	Medium-Term
Goldendale – Local Route	Goldendale to The Dalles Weekdays 7a.m.-7p.m. 4 trips/day	Add weekend service	<ul style="list-style-type: none"> • Investigate providers to contract weekend service 	<ul style="list-style-type: none"> • Local fixed route: Paratransit service is required • Currently met by providing dial-a-ride 	Medium-Term
Bingen – Vancouver	Bingen - Stevenson - Vancouver Route Weekdays Service hours and frequency vary by route segment.	<ul style="list-style-type: none"> • Add weekend service • Increase frequency to at least 8 trips/day 	<ul style="list-style-type: none"> • Investigate providers to contract weekend service 	<ul style="list-style-type: none"> • Intercity route: Paratransit service not required • Deviations are still provided to expand service area 	Medium-Term
Bingen – Lyle – Dallesport	—	Add service <4 trips/day, <4 days/week	<ul style="list-style-type: none"> • Pursue funding for lifeline service, time to facilitate regional transfers 	<ul style="list-style-type: none"> • Intercity route: Paratransit service not required 	Medium-Term



Source: Wikimedia Commons, by Mark Wagner - Own work, CC BY 2.5

4 / Conclusion

A THRIVING, ACCESSIBLE REGION

- ...For the workers needing access to jobs
- ...For the recreation sites congested with vehicles
- ...For the students seeking higher education
- ...For our veterans, our older adults, our youth, and our residents with permanent or temporary mobility challenges
- ...For the people who want to reduce their environmental impact

Providing high-quality transit service to critical destinations, higher education, jobs, and outdoor recreation promotes community, economic vitality, environmental stewardship, and financial sustainability. By working together, members of the Gorge TransLink Alliance can coordinate services and leverage one another's work to create a more connected Gorge region for all their riders.



Klickitat County, WA

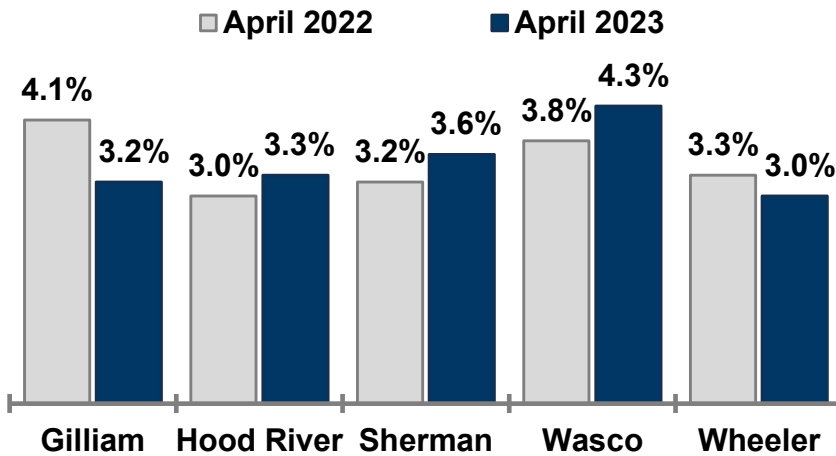
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Columbia Gorge Economic Indicators

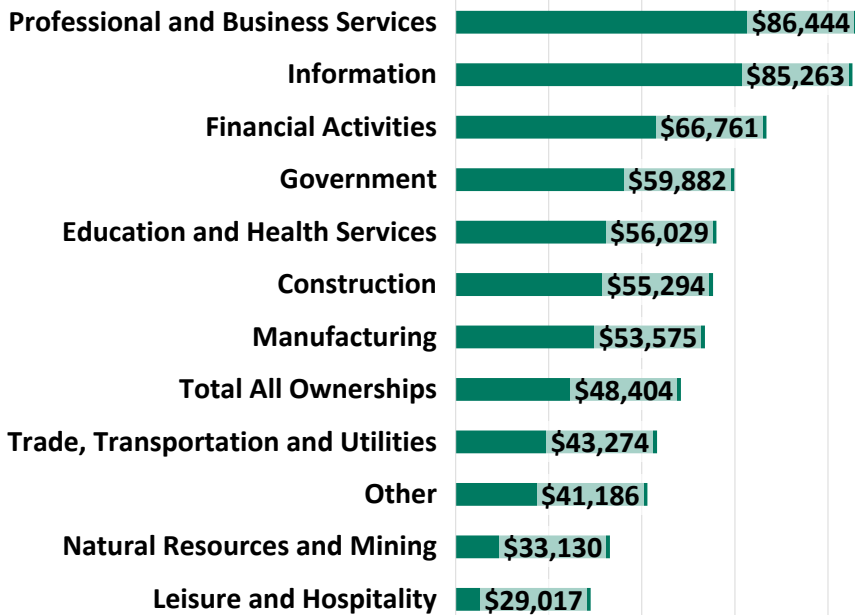
April 2023 Data

Local Area Unemployment Rates (Seasonally adjusted)



Graph of the Month (Hood River County) 2022 Annual Average Wage by Industry

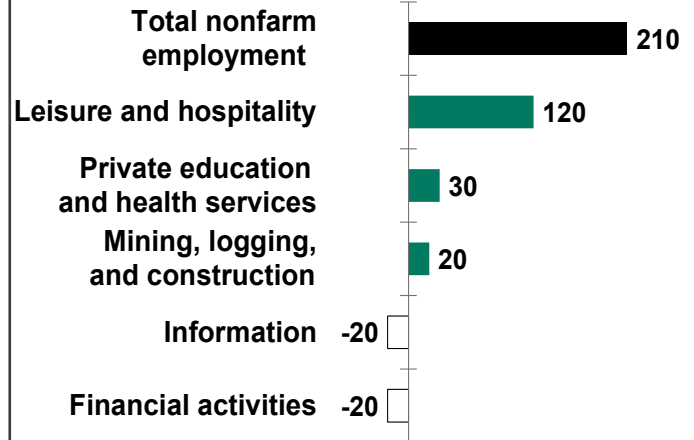
Source: Oregon Employment Department, 2022 Quarterly Census of Employment and Wages



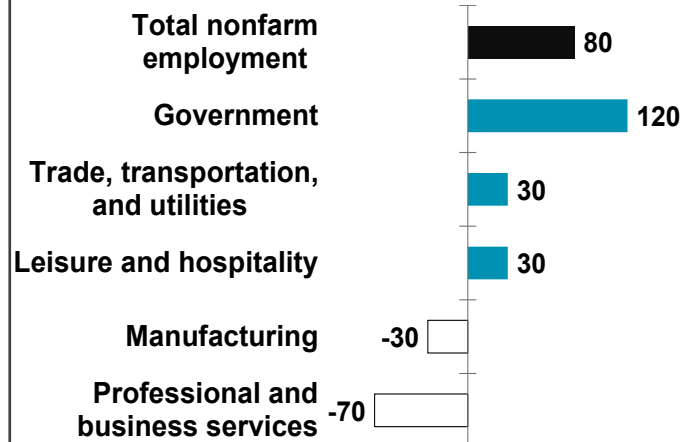
Last year the industry with the highest annual average wage in Hood River County was the professional and business services industry, which had an average wage of \$86,444 for the year. This was followed by the information industry (\$85,263) the financial activities industry (\$66,761). The leisure and hospitality industry had the lowest annual average wage at \$29,017, followed by the natural resources and mining industry (\$33,130), and other services (\$41,186).

Select Industry Gains and Losses (Over-the-year net employment change)

Hood River County



Wasco County



Notable Over-the-Year Changes

Gilliam

Total nonfarm employment (+295)
Private education and health services (+10)
Leisure and hospitality (-10)

Sherman

Total nonfarm employment (+55)
Trade, transportation and utilities (+35)
Leisure and hospitality (+10)

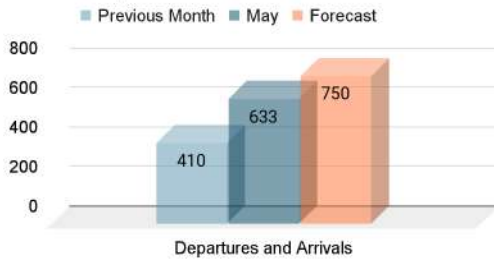
Wheeler

Total nonfarm employment (+10)
Leisure and hospitality (+5)

Airport Activity:

May delivered the best flying weather and conditions to date in 2023. Anticipate this trend to continue in June.

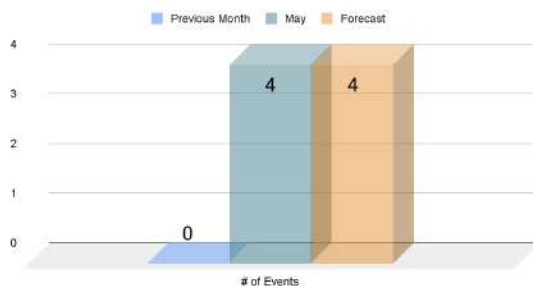
Aircraft Operations



Night Flights:

4 R&D flights were scheduled and flown in May. Anticipate an average number of supporting R&D flights in June. No large night events scheduled.

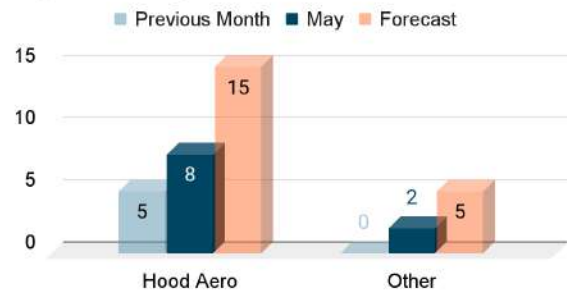
Night Events



Flight Training: Hood Aero conducted 8 training events in May with an anticipated increase in June. Local CFI's, not affiliated with the FBO, are also beginning to see

more instruction at 4S2.

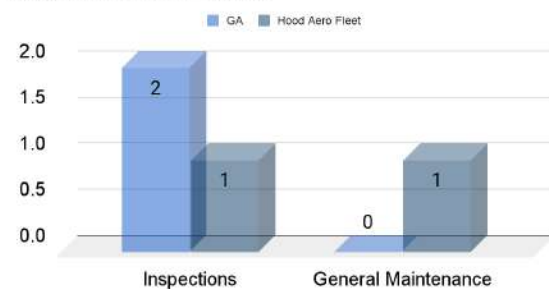
Flight Training Events



Maintenance Activity:

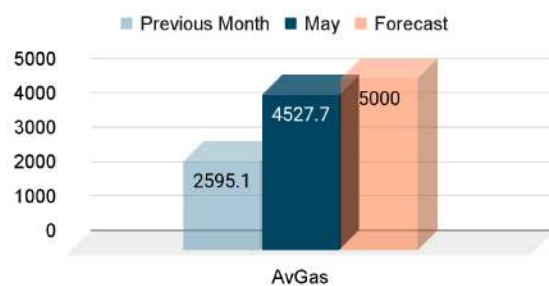
The 4S2 maintenance department has remained busy supporting both local aircraft as well as fleet aircraft. Anticipate an increase in maintenance activity in the coming months.

Maintenance Events



Fuel Sales: May showed a spike in fuel sales due to excellent conditions. Anticipate a continued rise in sales next month.

Fuel Sales (Gallons)



Fuel Flowage Fees:

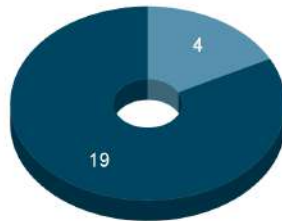
The new fuel tank has been placed at 4S2 and plumbed. Contractors are finishing up the tank installation and electrical hook up. Working on coordinating the initial soak test. We are looking forward to this being online.

Tie Down Activity:

- 23 total spots.
- 83% utilization for April averaged.
- \$735.00 collected in May.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints taken by the FBO in May.

Pilot Feedback:

No pilot feedback was supplied to the FBO in May.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		

S. Ramp		
S. Gravel		
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

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Miscellaneous Truss Repairs- Hood River Bridge






Date: => 6/9/2023

For Period: From: 6/19/23 To: 7/7/23

Abhe & Svoboda, Inc.

Work Schedule

		19-Jun-23	20-Jun-23	21-Jun-23	22-Jun-23	23-Jun-23	24-Jun-23	25-Jun-23	26-Jun-23	27-Jun-23	28-Jun-23	29-Jun-23	30-Jun-23	1-Jul-23	2-Jul-23	3-Jul-23	4-Jul-23	5-Jul-23	6-Jul-23	7-Jul-23	8-Jul-23	9-Jul-23
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Debris Removal in Spans 1, 17, 18 & 19																					
2	Miscellaneous Truss Steel Repairs																					
3	Clean & Seal Pier Cracks and Rocker Bearing Mods																					
4	Joint Header Repair																					

	Work Day (12:00 AM to 5:00 AM) & (9:00 PM to 11:59 PM)		Non-Work Day
	Work Day (9:00 PM to 11:59 PM)		Weekend
	Work Day (12:00 AM to 5:00 AM)		

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ASPEN B-32

Bridge Inspection Unit

Lightweight and Multipurpose

Design.....The innovative Aspen B-32 is designed like no other unit on the market. It's lightweight and extremely maneuverable, making it ideal for accessing weight restricted bridges. Attention to detail is evident throughout, from the fully shielded turntable cylinder design to the incorporated vertical extension at the platform. Maximum reach is obtained with components protected and away from bridge obstructions. Overhead work can also be accomplished, even when not working on a bridge.

Lightweight.....The Aspen B-32 weighs less than 26,000 GVW (a CDL is not required) in one configuration or it can be equipped with additional unit accessories and chassis options, in a heavier version.

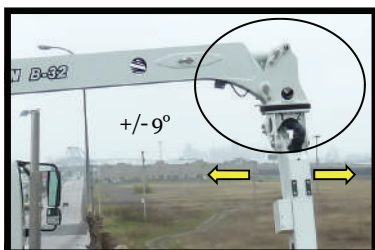
Stabilization.....Bridge slopes and grades, exceeding ANSI A92.8 testing standards, are not an issue with the Aspen B-32. Aspen's innovative sliding counterweight system is available. As with all Aspen units, outriggers are not used and counterweights stay within the width of the truck during operation.



Sidewalk Clearance



Clear over 7'-6" wide sidewalks easily with the aid of a hydraulically activated turntable, installed the end of boom #1. It also has can level the platform when working on bridges with slopes.



Overhead Aerial Capability



With the versatility of the Aspen B-32, overhead access is achievable whether you're operating on a bridge or not. The platform can be raised 33' above ground level. A single unit capable of being used for a variety of tasks.

Convenient Control Access



The hydraulic controls are easily accessed at the turret. The cab station includes a "Plus 1" unit interface with color monitor. Intercom stations are provided at both locations and platform.





Standard Equipment

- Plus 1 Graphic Terminal Interface in cab
- Hydraulically adjustable turntable
- Automatic leveling platform: 38" x 54" (965mm x 1371mm), with access gate
- 2 sets of wireless controls: one set in the platform and one set at the truck
- 3 articulating booms (3rd boom telescopes) 2 rotating turrets, platform extension
- Stability interlocks with monitoring system
- Two power systems: power take-off from the truck's transmission and a back-up 12volt emergency power system
- 12volt intercom system between platform and driver's compartment

Horizontal Underbridge Reach	31'-6" / 9.6m
Vertical Reach Down	33' / 10m
Vertical Reach Up	33'-10" / 10.3m
Boom no. 1 movement	+40 to - 24
Boom no. 2 movement	+ 0 to -105
Boom no. 3 movement	+90 to - 60
Platform Extension Reach	7' / 2.1m
Space Required on Bridge	102" / 2.5m
Basket Capacity	450 lbs. / 204 kg
Basket Size	38" x 54" x 42" 965mm x 1371mm
Overall Length *	32' / 9.8m
Overall Height *	10'-6" / 3.2m
Overall Weight *	25,000 - 30,000 lb 11,300 - 13,600 kg

* varies depending on chassis and options.

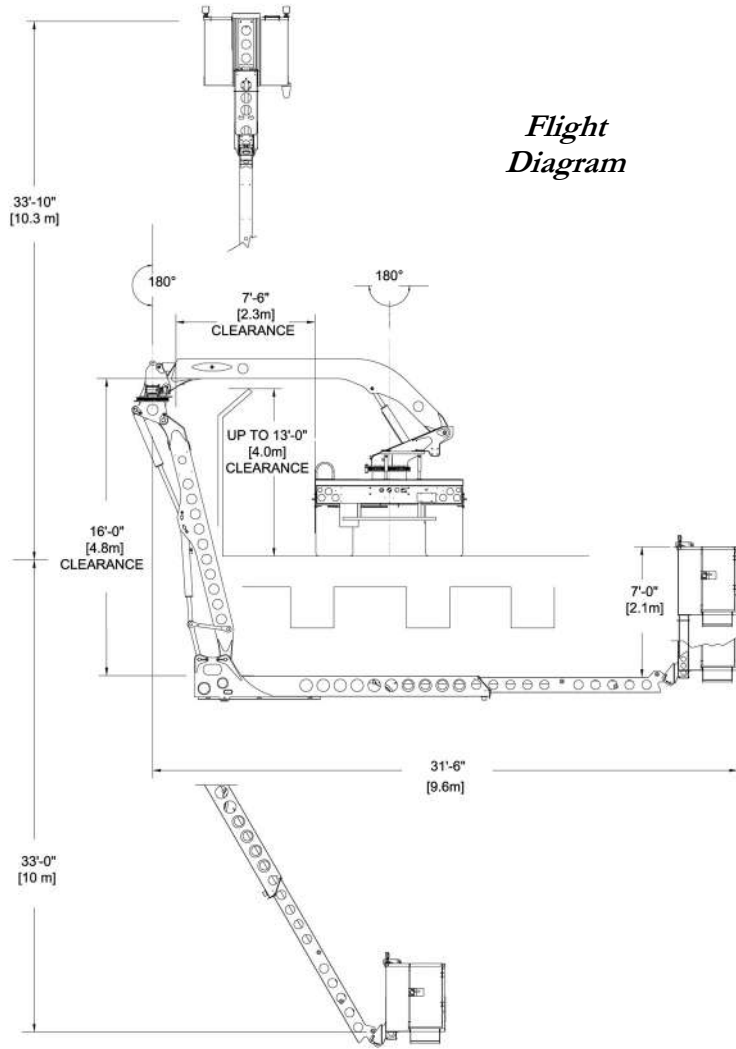
Aspen Aerials, Inc.
 4303 West 1st Street
 Duluth, MN 55807

Phone: 218-624-1111
 Toll Free: 800-888-2773
 Fax: 218-624-1714
 Web site: www.aspenaerials.com



Specifications

Flight Diagram



Vertical Platform Extension



The Aspen B-32 is equipped with a hydraulic extension on the platform. This feature provides 7' of vertical reach, enabling the inspectors to get up into tight areas and close behind beams.

Friday, June 16, 2023 Waterfront Event Schedule

Start Date	End Date	Event Name	Description	Location
Saturday, June 17, 2023	Saturday, June 17, 2023	Oregon Bass Federation Fishing Tournament	Fishing competition held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Marina Boat Ramp/Guest Dock
Monday, June 26, 2023	Friday, August 11, 2023	HRCSD Summer Mobile Meal Program		
Monday, June 26, 2023	Monday, June 26, 2023	Wet Planet Kayak School- First Descents Camp	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Marina Beach
Tuesday, June 27, 2023	Tuesday, June 27, 2023	Wet Planet Kayak School- Avid 4 Adventure Camp	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Frog Beach, Nichols Basin
Sunday, July 2, 2023	Sunday, July 2, 2023	CGW2 Gear Swap	Gear Swaps where people pay a fee to participate in order to sell their sporting goods	Lot #1
Monday, July 3, 2023	Friday, July 7, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock
Monday, July 3, 2023	Monday, July 3, 2023	Wet Planet Kayak School- First Descents Camp	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Marina Beach
Tuesday, July 4, 2023	Tuesday, July 4, 2023	Fireworks		
Tuesday, July 4, 2023	Tuesday, July 4, 2023	Fireworks HR	4th of July Fireworks program	Waterfront
Friday, July 7, 2023	Sunday, July 9, 2023	KB4C (Kiteboard for Cancer)	Kiteboard fundraiser for Cancer victims who participate in Project Koru. Participants are on teams who compete to raise money. Kites are allowed to launch and land from the grass.	Event Site
Sunday, July 9, 2023	Sunday, July 9, 2023	Wet Planet Kayak School- Adventure Treks	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Marina Beach
Monday, July 10, 2023	Saturday, July 15, 2023	Downwind Paddle Champs- Canoe/Outrigger Race	Outrigger Canoe race from Stevenson to the Waterfront Park.	Stevenson/Waterfront Park
Monday, July 10, 2023	Friday, July 14, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock

Friday, June 16, 2023 Waterfront Event Schedule

Friday, July 14, 2023	Sunday, July 16, 2023	Bridge of the Gods Kitefest and the Gorge Blowout holding period	Downwind Kite Race from Stevenson to the Event Site	Stevenson/Event Site
Monday, July 17, 2023	Friday, July 21, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock
Tuesday, July 18, 2023	Tuesday, July 18, 2023	Wet Planet Kayak School- Kids Kayak Camp	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Frog Beach, Nichols Basin
Thursday, July 20, 2023	Sunday, July 23, 2023	Big Air Kite League Hood River	Kiteboarding Contest held on Sandbar. Staging area for event is in the NE corner of Lot #1.	Lot #1
Friday, July 21, 2023	Sunday, July 23, 2023	SIC Gorge Paddle Challenge- SUP, OC, Foil, Wing Race	SUP, Wing Foil race from Viento to the Waterfront Park	Waterfront Park/ Jensen West Parking
Saturday, July 22, 2023	Saturday, July 22, 2023	Windy River Marathon Relay- Hood to Coast Series	Running race that starts and finishes at the Marina Green. Runners go throughout the valley.	Marina Green
Monday, July 24, 2023	Friday, July 28, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock
Monday, July 24, 2023	Monday, July 24, 2023	Wet Planet Kayak School- Avid 4 Adventure Camp	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Frog Beach, Nichols Basin
Saturday, July 29, 2023	Sunday, July 30, 2023	HR1D Regatta	Hood River Yacht Club uses the Commercial dock to tie up their boats on race day	North Jetty Commercial Dock
Monday, July 31, 2023	Friday, August 4, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock
Monday, July 31, 2023	Monday, July 31, 2023	Wet Planet Kayak School- Adventure Treks	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.	Marina Beach
Thursday, August 3, 2023	Thursday, August 3, 2023	Rotary Event	Rotary picnic for new officers	Marina Park Picning Shelter
Sunday, August 6, 2023	Sunday, August 6, 2023	HRYC Double Damned Regatta	Hood River Yacht Club uses the Commercial dock to tie up their boats on race day	North Jetty Commercial Dock
Monday, August 7, 2023	Friday, August 11, 2023	ABK Windsurfing Clinics	1- week- (5 day) windsurfing and wing foil camps	Marina Beach
Monday, August 7, 2023	Friday, August 11, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock

Friday, June 16, 2023 Waterfront Event Schedule

Monday, August 14, 2023	Friday, August 18, 2023	ABK Windsurfing Clinics	1 week-(5 day) windsurfing and wing foil camps	Marina Beach
Monday, August 14, 2023	Friday, August 18, 2023	Jr. Sailing Program Kids Program	(5 sessions)day kids learn to sail camps	Marina Basin/ SB Dock
Thursday, August 17, 2023	Thursday, August 17, 2023	Gorge Ultimate Frisbee Game	End of season Frisbee tournament	Marina Green
Monday, August 21, 2023	Thursday, August 24, 2023	Wylde Wind & Water Free Wing Youth Foil Camps	Kids wingfoil instruction	Event Site
Sunday, September 3, 2023	Sunday, September 3, 2023	CGW2 Gear Swap	Gear Swaps where people pay a fee to participate in order to sell their sporting goods	Lot #1
Tuesday, September 5, 2023	Saturday, September 9, 2023	AWSI Trade Show- Private Event	Private tradeshow for windsport gear. Distributors showcase products for retailers to purchase for the upcoming year	Event Site & Lot #1
Saturday, September 9, 2023	Saturday, September 9, 2023	Oregon Bass Federation Fishing Tournament	Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Marina Boat Ramp/Guest Dock
Friday, October 13, 2023	Sunday, October 15, 2023	Harvest Fest	Food, craftes, beer, wine & artisons showcase their products for purchase. Music, alcohol, kids games.	Event Site & Lot #1
Saturday, October 21, 2023	Saturday, October 21, 2023	Oregon Bass Federation Fishing Tournament	Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Marina Boat Ramp/Guest Dock
Sunday, October 22, 2023	Sunday, October 22, 2023	Columbia Gorge Marathon	Running race that starts and finishes at the Event Site. Runners go throughout the valley.	Event Site
Sunday, October 22, 2023	Sunday, October 22, 2023	Oregon Bass Federation Fishing Tournament	Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Marina Boat Ramp/Guest Dock
Saturday, November 4, 2023	Saturday, November 4, 2023	Oregon Bass Federation Fishing Tournament	Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Marina Boat Ramp/Guest Dock

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: June 20, 2023
Re: Accounts Receivable Aging Monitoring Policy

The Port does not currently have a formal process for responding to lease tenants who have past-due balances. Over the years, the process has been very informal and has led to inconsistencies in how these past-due accounts were handled.

With management-level staffing changes over the last year, and with more than one Port tenant being significantly late on rent payments, it has become apparent that the Port needs a policy that clearly spells out the steps to be taken as soon as a tenant account is past due. The attached resolution provides for initial informal contact when the tenant is a week (7 days) past due and escalates with additional contact leading to the point that the Commission and Legal Counsel are involved.

New leases include the ability to charge late fees and interest. While staff believes this will help keep tenants current, it will be a number of years before all tenants are under the new lease structure. This new policy will help to fill the policy gap for these instances.

RECOMMENDATION: Approve Resolution No. 2022-23-18 establishing an accounts receivable aging monitoring policy.

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PORT OF HOOD RIVER
Resolution No. 2022-23-18

**A RESOLUTION ESTABLISHING AN ACCOUNTS RECEIVABLE AGING
MONITORING POLICY**

WHEREAS, The Port of Hood River Board of Commissioners (“Commission”) understands that its tenants and other business partners are subject to uncertainties in the economy; AND

WHEREAS, the Commission’s responsibility is to ensure that the Port’s assets are managed in such a way to limit risk while ensuring economic development; AND

WHEREAS, the Commission Secretary and Treasurer serve as the Port’s Finance Committee and are charged with assisting staff with operational and preliminary issues; AND

WHEREAS, the Commission feels that a policy managing the aging of the Port’s accounts receivable should be established; AND

WHEREAS, additional budgeted training shall be made available to employees to increase best practices for bookkeeping and property management; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Invoicing. Tenants/customers shall be invoiced monthly including details on charges. A separate statement shall also be sent showing historical account activity. Payments received shall be applied to the oldest owing balances.

Section 2. Reporting. An Accounts Receivable Aging Report shall be developed showing the number of customers that are either 30, 60, 90, or 90+ days late. The Finance Director will email the report to Finance Committee along with appropriate staff. Committee convenes to review accounts older than 60 days old and recommends action by Legal Counsel. Accounts more than 60 days old shall have their lease reviewed specifically for expiration.

Section 3. Review Prior to Distribution. If any account is late than the following:

- A.** 7 Days Late. Assess balance interest and fees (if any). Office Manager or other staff call customer, informs them of late balance and process for unpaid balances. Staff emails contact with warning and copies Property Manager.
- B.** 15 Days Late. Assess balance interest and fees (if any). Office Manager or other staff call customer, informs them of balance and process for unpaid balances. Staff emails contact with second warning and copies Property Manager and Finance Director.
- C.** 30 Days Late. Assess balance interest and fees (if any). Office Manager or other staff

call customer, informs them of balance and process for unpaid balances. Staff emails contact with third warning and copies Property Manager, Finance Director, Executive Director and blind copies Legal Counsel.

- D. 60 Days Late. Finance Director and Legal Counsel coordinate on legal action based upon Finance Committee input.

Section 4. Leases. If a tenant desires a lease extension, amendment or other change requiring Commission action, the Property Manager will consult with the Finance Director on the status of the account. No changes to a lease or contract will be made unless an account is current or separate terms are approved by the Commission.

Section 5. Reservation of Rights. Nothing in the Resolution alters the terms of an individual Lease and the terms of the subject Lease shall control. The Port reserves the right to accelerate the above established procedure at its sole discretion based on, but not limited to, the lease terms, previous arrears, patterns of default, Tenant’s collaboration with the Port and other tenants and any other exigent circumstance,

Section 6. This policy shall be incorporated by reference into the Port’s Finance Policy.

Adopted by the Board of Commissioners of the Port of Hood River this 20th day of June 2023.

SIGNED

Ben Sheppard, President

ATTEST

Michael Fox, Secretary

Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director
Date: June 20, 2023
Re: All Electronic Tolling Pilot Project

Beginning May 1, 2023, the Port began all electronic tolling (AET) from 10:00 p.m. to 6:00 a.m. daily. This was spurred by the retirement of a couple of toll booth staff and the lack of significant traffic through the cash/credit card lane overnight.

The Port has used license plate recognition (LPR) for a number of years, primarily for tracking “run-throughs,” that is, drivers who do not intend to stop and pay the toll. Run-throughs are charged the \$2 toll plus \$3 for the additional cost of processing an invoice. With planned AET, the \$3 fee was turned off and customers are sent an invoice for the same \$2 toll they would pay if the toll booth was staffed.

Knowing this pilot project was planned, in April staff began to track their time and effort spent on LPR. A photo of the license plate is taken, the image is read by a computer, and staff either clicks a button saying it looks correct or they manually correct it. Invoices are mailed to the customers. As the attached spreadsheet shows, overall, the program saved the Port money.

In addition to the more tangible savings, there was also a time savings for payroll in that there were fewer employee hours to calculate, and a time savings for the manager who schedules the toll booth employees. It is also challenging to find people willing to work graveyard shifts in the current hiring environment.

On the other hand, there was confusion by some drivers that the toll booth was closed. We are working on better signage and communication to help with that. We are also working on a solution to the issue of tribal members who cross for free. At this time the system will still generate an invoice, but we are considering a solution that would be similar to the way we track the bus systems and emergency responders that do not pay to cross the bridge.

The reduced hours also led to a simplified staffing schedule during staffed toll booth hours. This has created some unforeseen issues such as weekend staff breaks (during the week, office employees cover the breaks). We will continue to work on getting schedules adjusted so that employee breaks are not affected.

RECOMMENDATION: Approve Resolution 2022-23-19 Authorizing All-Electronic Tolling Operations 10:00PM - 6:00AM All Days.

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All Electronic Tolling
Analysis

	April	May*	Difference	
Hours spent reviewing video and printing invoices	15.95	36.25		
Hourly Wage (Including taxes & benefits)	\$ 31.29	\$ 31.29		
Cost of reviewing video	\$ 499.08	\$ 1,134.26	\$ 635.19	Higher cost for time spent reviewing license plates
Cost of DMV Record Lookup**	415.80	\$ 1,261.70	\$ 845.90	More DMV look ups
Number of Invoices	1,712	2,732		
Cost per Mailing (postage and supplies)	\$ 1.36	\$ 1.36		
Total Cost of Mailing	\$ 2,328.32	\$ 3,715.52	\$ 1,387.20	Higher cost for mailing more invoices
Toll Booth Staffing (10 p.m. to 6 a.m.)	\$ 6,675.59	\$ -	\$ (6,675.59)	Savings from not staffing toll booth
Total cost	\$ 9,918.79	\$ 6,111.48	\$ (3,807.30)	Net savings

*Note that May had one extra day; there was significant additional traffic over Memorial Day weekend in May; traffic naturally increases between April and May

**Each DMV look up is \$1.10. However once a license plate is in our system we do not get charged for any more look ups.

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**PORT OF HOOD RIVER
Resolution No. 2022-23-19**

**A RESOLUTION IMPLEMENTING ALL ELECTRONIC TOLLING FOR CERTAIN HOURS ON THE
HOOD RIVER BRIDGE**

WHEREAS, traffic crossing the Hood River White Salmon Bridge between 10:00 p.m. and 6:00 a.m. is significantly lower in number than the rest of the day; and

WHEREAS, a pilot project was conducted for the months of May and June; and

WHEREAS, that pilot project demonstrated that costs declined while revenues remained relatively stable; and

WHEREAS, staffing the toll booth overnight is a significant drain on Port resources; NOW
THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

The Port of Hood River will continue to use all electronic tolling from 10:00 p.m. until 6:00 a.m. each day.

ADOPTED BY THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS on this 20th day of June 2023.

Ben Sheppard, President

ATTEST:

Michael Fox, Secretary