



**PORT OF HOOD RIVER COMMISSION  
AGENDA**

**Tuesday, December 17, 2024**

**Port Conference Room**

1000 E. Port Marina Drive, Hood River

View meeting at: <https://www.youtube.com/@portofhoodriver2178/streams>

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1. **Call to Order** – 5:00 PM
  - a. Modifications, Additions to Agenda
  - b. Open public hearing for public comment on the exemption for HVAC services
  - c. Close public hearing
  - d. Public Comment (5 minutes per person per subject; 30-minute limit)
    1. Airport - Cathleen Jabonski (*Written Comment, Pg. 3*)
2. **Consent Agenda**
  - a. Approve minutes from the November 19, 2024 Regular and Fall Planning Sessions. (*P. Rosas, Pg. 5*)
  - b. Approve Res. No. 2024-25-15 Naming Port Commission as Board of Foundation (*K. Greenwood, Pg. 13*)
  - c. Approve Res. No. 2024-25-16 Adopting Findings for Sole Source Procurement (*R. Klapprich, Pg. 17*)
  - d. Approve Master Services Agreement with DIVCO for HVAC Services (*R. Klapprich, Pg. 23*)
  - e. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (*D. Smith-Wagar, Pg. 55*)
3. **Informational Reports**
  - a. Review of Fall Planning Directives (*K. Greenwood, Pg. 59*)
  - b. Financial Report (*D. Smith-Wagar, Pg. 83*)
  - c. Bridge Replacement Project Update (*Michael Shannon, Pg. 87*)
4. **Presentations & Discussion Items**
  - a. PSquare Toll Billing Failure
    1. Review PSquare Memo (*D. Smith-Wagar, Pg. 95*)
    2. Review Port's Communication Plan (*P. Rosas, Pg. 101*)
  - b. Consideration of All Electronic Tolling Implementation (*D. Smith-Wagar, Pg. 107*)
5. **Executive Director Report** (*K. Greenwood, Pg. 109*)
6. **Commissioner, Committee Reports**
7. **Action Items**
  - a. Approve Master Services Agreement with Gretchen Goss for Communication and Project Management Services. (*K. Greenwood, Pg. 137*)
8. **Commission Call/Upcoming Meetings**
  - a. Upcoming Meetings:
    1. Regular Session – January 21, 2024
    2. Regular Session – February 18, 2024
    3. Regular Session – March 18, 2024
9. **Confirmation of Commission Directives to Staff**

## 10. 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.*

*Received  
11/20/2024  
Krey*

Nov. 8, 2024


Port of Hood River  
Board of Directors  
1000 E. Port Marina Dr.  
Hood River, OR 97031

Dear Port,

There is a pilot that loves to go around and around our subdivision – Bowe Addition. The plane is a dark color and has been flying in small circles for the past 80 minutes around our subdivision. – it is now 3:15pm.

Pilots have so many places to fly to the east where there is no housing, but they continue to fly over our subdivision constantly. Does Tac Aero tell them where to fly? Do they understand how annoying it is and dangerous because they fly so low, or do they just think they can get a few laughs.

Our Board of Directors of the Bowe Addition will be calling the FAA to consult with them to see what rights, as citizens we have to not have this continually happening over our houses.

Thank you,  
  
Cathleen Jabonski

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

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### **Fall Planning Work Session**

**PRESENT: Commissioners:** Kristi Chapman (arrived 1:52 p.m.), Heather Gehring, Ben Sheppard, Mike Fox, and Tor Bieker (arrived 1:35 p.m.). **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, Patty Rosas, and Molly Harpel. **Budget Committee:** Brian Shortt, Judy Newman, Larry Brown, Bonifacio Romero, and John Benton. **Guests:** Gretchen Goss, Gretchen Goss Creative; Tom Bacci, Kidder Mathews; Jeff Renard, Aviation Management Services; and Noah Noteboom, Columbia Gorge News.

**ABSENT:** None

**I. WELCOME & INTRODUCTION:** Commission Vice President Heather Gehring called the meeting to order at 1:31 p.m. and attendees were introduced.

**II. MEETING OVERVIEW:** Kevin Greenwood, Executive Director, presented an overview of Fall Planning, focusing on revisiting goals and projects established during previous planning sessions and laying the groundwork for spring planning in the upcoming budget cycle. Greenwood highlighted a key question for the Commission to consider as part of this process: What role, if any, should the Port of Hood River (“Port”) play after the current bridge is replaced? In past discussions, the Commission has agreed that the Port provides significant value to the community. Greenwood also reviewed the sustainability goals, emphasizing their importance in shaping the Port's long-term initiatives.

**III. CURRENT FINANCIAL OVERVIEW:**

a. **Review of FY 23-24 Financials** – Debbie Smith-Wagar, Finance Director, presented a financial overview of the Port's fiscal year 2023-2024, emphasizing the complexity of governmental financial statements. Key reports included the Statement of Net Position, outlining assets, liabilities, and equity, and the Statement of Activities, detailing financial performance, long-term debt, and depreciation. The Port remains financially healthy, with plans to classify most activities as business-type next year, except for subsidized park operations.

Smith-Wagar highlighted a strong net position, with capital assets valued at \$15 million, though the bridge remains a significant liability. Grants for the replacement bridge contributed to a positive change in net assets. The General Fund remains solid, primarily supported by transfers from the Revenue Fund, which also subsidizes the Bridge Repair Fund. Property taxes for FY 2024 were minimal, totaling just \$95,634 of the Port's \$15 million in expenditures. A negative balance of \$8 million in the Replacement Fund reflects timing issues with unrecognized grant revenue, which is expected to be reimbursed. Additionally, toll revenue from a September 2023 increase is dedicated to building a reserve for a \$105 million loan for the bridge replacement.

b. **Review of 1<sup>st</sup> Quarter 2024-2025 Budget vs Actuals** – Smith-Wagar presented the first quarter financial statements, highlighting the new financial software they are using, which allows for greater flexibility in reporting. Although the system is still being refined, it enables the generation of detailed reports that can easily be adjusted for further analysis. The reports include budgetary comparisons, but the first-quarter figures can be misleading due to annual payments, such as insurance, being allocated across the year. The main goal is to identify trends and ensure the figures make sense. There was a discussion about how to better present budget versus actuals, with suggestions for more detailed columns and a clearer breakdown of projected year-end figures. Feedback was provided on how to improve the reports, with recommendations to incorporate time-phasing and graphs to make

it easier to track performance against expectations. There was also a suggestion to compare current year results with the previous year to provide additional context. Additionally, capital costs, like those for parking lots, were addressed, and the importance of adjusting for seasonality was emphasized to better assess financial control.

- c. **10-year Forecast** – Smith-Wagar discussed the financial forecast, noting that it was difficult to predict given that only one quarter of the current fiscal year had passed. The discussion included a breakdown of revenue-generating and subsidized properties, such as the airport and potential storage units at Lower Mill. The need for a strategic review of commercial properties was emphasized, as some buildings were losing money, and it was crucial to address this for long-term sustainability. Commissioner Mike Fox highlighted the importance of planning for changes after the bridge's replacement in 2029, including staffing and facility requirements, and the necessity of factoring in inflation for capital projects and operational costs. Smith-Wagar noted the iterative process required for decision-making regarding infrastructure and staffing. There was also discussion about the potential for new revenue streams, such as from the airport's T-hangers, and how to incorporate these into future forecasts.

#### IV. KEY ISSUES FOR FY 2024-25

- a. **Projects Currently Underway:** Kevin Greenwood, Executive Director, highlighted that several projects, previously discussed in prior planning sessions, are currently underway and were included in the meeting packet for reference. The Commission was encouraged to ask any questions about these ongoing projects. Additionally, Commissioner Ben Sheppard emphasized the importance of renaming the "Lot 1 Project" to more accurately reflect the broader scope of the waterfront development.
- b. **Projects for Consideration:**
  - i. Waterfront/Parking
    - **Waterfront Parking Review & Recommendations** – Daryl Stafford, Waterfront Manager, presented several parking-related recommendations and updates for the Commission's consideration. A proposal to open the boat ramp at 3 AM for fishermen was discussed, and no objections were raised by the Commission.

Stafford highlighted that the Port plans to continue using the Flowbird parking system for another year before exploring alternative payment options. Verizon has also been in talks about installing a rooftop cell tower to enhance cell service at the Waterfront. Concerns were raised about the use of Flowbird versus the Passport system, which is more commonly used in other cities. After discussion, the Commission agreed to accelerate exploring the potential use of Passport in the coming year, with staff tasked to investigate the option further.

The Commission agreed to close the Event Site booth, with no objections, and Stafford recommended that large events be required to rent Lot 1 for parking to avoid overburdening Port staff. This change was also approved by the Commission.

Stafford also introduced new pass options, including a "Value Pass" aimed at making the waterfront more accessible for those on a tighter budget, providing access to less premium parking spots at a reduced rate. This would help maintain turnover in premium parking spots while offering an affordable option for visitors. A discussion followed regarding the Value Pass, and the Commission agreed to proceed with it but acknowledged the need for further conversation on this issue moving forward.

The meeting also covered the Port's agreements with entities such as Mt. Hood Meadows and Columbia Area Transit (CAT), with a suggestion to reevaluate parking fees to better align with market rates. Commissioner Chapman proposed forming a subcommittee to review these issues and bring recommendations to the Board. After further discussion, the Commission agreed to increase parking fees to a more reasonable level.

The Budget Committee expanded on the idea of forming a parking subcommittee to focus on optimizing spaces, such as increasing marina occupancy and exploring collaborative housing solutions with local agencies. They also proposed creating a sitting park at the airport to enhance community engagement.

- **Waterfront Access/Amenities/Operations/Opportunities** – Stafford discussed potential changes to its Waterfront Committee structure, proposing a division into two committees: one focused on development and community engagement, and the other on operations and logistics. A new stakeholder-driven approach was suggested to streamline input without relying on standing members. Topics included developing a comprehensive recreation and amenities plan to identify priority projects and preliminary costs, enabling the Port to pursue grants for improvements such as ramps, bathrooms, and other facilities.

Stafford proposed installing informational kiosks at each park to reduce sign clutter, a suggestion supported by the Commission. The importance of summer staff was confirmed for maintaining facilities and ensuring restrooms remain operational during peak season. The Commission also discussed reopening the picnic shelter with a revised fee structure, incorporating sliding scale pricing for weekdays and weekends to reflect increased costs. They also reviewed the event site host's role, emphasizing its benefits in maintaining order and addressing issues, while also acknowledging concerns about the host potentially overstepping their authority. Although no immediate changes are planned, the Commission recognized the need for future evaluation of the host program, particularly as waterfront conflicts grow, and may consider alternative solutions moving forward.

- **Non-Profit Use/Revenue Generations Ideas** – Greenwood updated the Commission on the establishment of a nonprofit 501(c)(3), now recognized by the State of Oregon. Next steps include finalizing the EIN, adopting a conflict-of-interest policy, and securing tax-exempt status, with plans to establish the board of directors by year-end. Staff recommended the current Commission serve as the initial board, with flexibility for future changes. The nonprofit will accept earmarked donations for projects like community enhancements or events, with funds managed separately but combinable with Port resources. The Commission agreed to serve as the initial board and requested a clear statement on the nonprofit's intended purpose.

Greenwood discussed a license plate program and sought direction on how the generated revenue should be used. The Commission agreed that the revenue would initially support parks until they are financially stable. The meeting then shifted to Gretchen Goss, who has been leading the initiative. She provided details on the process, explaining that the DMV requires a minimum number of vouchers to begin production, with ongoing revenue from plate renewals. A marketing strategy and the potential for contracting of management were also discussed. The Commission agreed to invite local artists to submit designs for the plates. Staff will prepare a detailed proposal for review during spring planning.

Finally, the nonprofit's goal was revisited, with a focus on accepting donations and pursuing broader funding, particularly for a high-interest project like a terminal building at the airport.

ii. Airport

- **General Discussion** – Jeff Renard from Aviation Management Services, provided an update on the airport, sharing his vision and priorities for optimizing the use of available land to generate revenue. He highlighted several buildable areas, including the North Apron, and discussed opportunities for both private and Port-owned developments. Renard noted that tie-down spaces were fully occupied, with potential for further development, particularly in areas designated for helicopters that are underused. He emphasized the importance of attracting developers for the Jeanette roadside area and sought feedback on how to maximize its value.

Renard also raised the idea of building a terminal and emergency operations center, possibly including a restaurant, to modernize the space and generate additional revenue. A suggestion was made to partnership with developers like McMenamins to create a family-friendly destination. The Commission supported the idea of integrating a restaurant and emergency center into the terminal building to enhance the airport's appeal.

A discussion followed about the potential for food trucks at the airport to attract public interest, which could help draw developers. The Commission agreed that staff should prioritize identifying available land for leases to generate revenue and pursue funding options as they become available.

iii. Industrial Properties

- **Lower Mill Storage Units** – Greenwood discussed the potential for storage units at Lower Mill, with Jeff Renard sharing that he owns storage units and sees value in this project. Staff has identified existing storage units within 50 miles, including their rates and sizes, though data on vacancies and unit numbers is still missing. It was noted that storage units are a relatively low-capital investment with the potential for good cash flow. The discussion included the idea of offering both covered RV storage and standard garage-style units.

The Commission discussed potential locations for the storage units at Lower Mill. The group considered whether to start with one or multiple sites, deciding to prioritize lot 1017, with 1015 reserved as an option for future development. A market analysis and site plan will be developed with plans for revenue and cost projection by spring.

- **Big 7 Future: Sale or Lease** – Greenwood noted that initial plans to lease and sell the Big 7 building may shift due to its revenue potential. With insights from Tom Bacci from Kidder Mathews, and efforts from staff, the building's projected annual income at full occupancy exceeds \$500,000, compared to the current \$182,000. Expenses, including overhead, are budgeted at \$311,000 for FY 24-25, leaving a notable net income opportunity. With HVAC systems recently updated and minimal major repairs expected, efforts are focused on filling vacancies, targeting 80% occupancy within a year, which could generate roughly \$400,000 annually. Discussions also touched on the previously decommissioned freight elevator, with no immediate plans for restoration under current leasing strategies. The consensus was to prioritize leasing efforts and revisit the building's status and potential sale during spring planning.

iv. Administration

- **USCG Rule Change for Mariner Lift Request** – Greenwood reviewed options following the Coast Guard's rejection of its 30-day notice request for bridge lifts. The three paths considered were appealing the decision, resubmitting a request for a shorter notice period



(e.g., two weeks), or concluding the effort. To improve the chances of success, future submissions will emphasize the minimal impact on mariners, as the initial request heavily focused on bridge-related concerns. The consensus was to prepare a revised two-week request with a stronger focus on the potential impact on mariners.

- **Invoicing Frequency/Charges** – Greenwood discussed invoicing frequency for moorage and T-hangar users, currently billed annually. The discussion centered on addressing tenant requests for more frequent billing options while balancing the associated costs of \$25 per invoicing cycle. Proposed solutions included quarterly billing with an added handling fee, offering a discount for annual payments, or adopting a dual billing system like property taxes, sending one invoice with options for full or partial payments. Staff noted logistical challenges and proposed implementing changes in future years. This item will be revisited by the Commission during Spring Planning.

V. **OTHER:** None

VI. **ADJOURN:** The Fall Planning Work Session was adjourned at 4:09 p.m.

**ATTEST:**

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

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Michael Fox, Secretary

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*Port of Hood River Commission  
Meeting Minutes of November 19, 2024 Regular Session  
Via Remote Video Conference & Marina Center Boardroom  
Upon adjournment of Fall Planning*

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

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**Regular Session**

**PRESENT: Commissioners:** Heather Gehring, Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, Jeff Renard, and Patty Rosas.  
**Guests:** Noah Noteboom, Columbia Gorge News.

**ABSENT:** Commissioner Kristi Chapman

1. **CALL TO ORDER:** Vice President Heather Gehring called the meeting to order at 4:15 p.m.
  - a. **Modifications, Additions to Agenda:** None
  - b. **Public Comment:** Written comment provided in packet.
2. **CONSENT AGENDA:**
  - a. Approve Minutes from the Oct. 15, 2024 Regular Session and Oct. 22, 2024 Special Meeting.
  - b. Approve Changes to the 2025 Waterfront Parking Plan
  - c. Approve Resolution No. 2024-25-12 Adopting Event/Picnic Shelter Rules & Regulations
  - d. Approve Resolution No. 2024-25-13 Adopting the Revised Master Fee Schedule
  - e. Approve Accounts Payable to Beery, Elsner & Hammond, LLP

**Motion:** Move to approve Consent Agenda.  
**Move:** Fox  
**Second:** Bieker  
**Discussion:** None  
**Vote:** **Ayes:** Gehring, Sheppard, Fox, and Bieker  
**Absent:** Chapman  
**MOTION CARRIED**

3. **Executive Director Report** – No Discussion
4. **Commissioner, Committee Reports** – None
5. **Commission Call/Upcoming Meetings** – No Discussion
6. **Confirmation of Commission Directives to Staff** – None
7. **ADJOURN:** The meeting was adjourned at 4:17 p.m.

**ATTEST:**

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Kristi Chapman, President

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Michael Fox, Secretary

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# Commission Memo

Prepared by: Kevin Greenwood  
Date: December 17, 2024  
Re: Appointing Foundation Board Members

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## **OVERVIEW:**

The Commission for several months has discussed the formation of the Port of Hood River Foundation. At their October 15 regular meeting, Bylaws for the Foundation were created by the Commission and staff has officially registered the name (Port of Hood River Foundation) with the Oregon Secretary of State's office and now has a business registry number. In addition, the staff has also applied for a federal employer identification number (EIN).

At the November 19 Fall Planning session, the Commission agreed to name itself as the Charter Board of Commissioners for the Foundation. It also reviewed a required Conflict of Interest policy which will be required by the new Foundation to adopt upon convening its first meeting.

The first meeting of the Foundation will convene immediately after the adjournment of the Port Commission Regular Meeting.

**RECOMMENDATION:** Motion to Approve Resolution No. 2024-25-15 Appointing the Port of Hood River Commissioners as the Charter Members of the Port of Hood River Foundation Board of Commissioners.

## **ATTACHMENTS:**

Resolution 2024-25-15

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**PORT OF HOOD RIVER**  
Resolution No. 2024-25-15

**A RESOLUTION APPOINTING OFFICERS FOR THE  
PORT OF HOOD RIVER FOUNDATION**

**WHEREAS**, the Port of Hood River Foundation By-Laws were formally adopted by the Port of Hood River Commission on October 15, 2024; AND

**WHEREAS**, the Port of Hood River Foundation was officially formed on November 7, 2024;  
NOW THEREFORE,

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

**Section 1.** The Charter Members of the Port of Hood River Foundation are:

- A. Kristi Chapman
- B. Heather Gehring
- C. Michael Fox
- D. Tor Bieker
- E. Ben Sheppard

**Section 2.** Subsequent Members of the Foundation will be selected by that Commission.

Adopted by the Board of Commissioners of the Port of Hood River on this 17th day of December 2024.

**SIGNED**

**ATTEST**

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

\_\_\_\_\_  
Michael Fox, Secretary

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# Commission Memo

Prepared by: Ryan Klapprich, Facilities Manager  
Date: December 17, 2024  
Re: Sole Source Procurement – DIVCO Inc.



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## **BACKGROUND:**

DIVCO Inc. has been providing ongoing maintenance, inspection, and on-call services for the Port's HVAC systems since 2014. Their services have been crucial in ensuring the efficient operation and minimizing downtime of these systems. Their extensive familiarity with the Port's HVAC systems allows them to deliver cost-effective, reliable maintenance and faster diagnostics, making them the optimal provider for these essential services.

Under Port procurement rules, the Board has the authority to exempt specific contracts from formal procurement requirements by adopting findings that justify such exemptions. This resolution proposes an exemption to directly engage DIVCO Inc. for ongoing HVAC maintenance, inspection, and on-call services.

## **RECOMMENDATION:**

Staff recommends that the Board adopt the findings justifying the sole source procurement for HVAC services

## **SUGGESTED MOTION:**

Motion to approve Resolution No. 2024-25-16, adopting findings to justify a sole source Master Service Agreement with DIVCO Inc. to provide HVAC services.

## **ATTACHMENTS:**

Resolution No. 2024-25-16

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PORT OF HOOD RIVER  
Resolution No. 2024-25-16

A RESOLUTION TO ADOPT FINDINGS SUPPORTING AN EXEMPTION FROM THE QUALIFICATIONS-BASED SELECTION PROCESS FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE WORK, RELATED ONGOING HVAC INSPECTION SERVICES, AND SPECIFIC ON-CALL HVAC SERVICES; DECLARING THIS EXEMPTION; AND AUTHORIZING THE DIRECT AWARD OF A CONTRACT TO DIVCO INC.

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

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

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

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

WHEREAS, the Port held a public hearing to allow comments on the Local Contract Review Board’s draft findings on December 17, 2024; and

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

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

Section 1. Exemption Approval. The Board of Commissioners hereby adopts findings supporting an exemption for a Master Services Agreement to provide HVAC services, declares such an exemption, and authorizes a direct award of this contract to DIVCO Inc. The findings are attached to this resolution as Exhibit A. Section 2. Effective Date. This resolution is and shall be effective from and after the date that it is adopted.

Adopted by the Board of Commissioners of the Port of Hood River on this 17<sup>th</sup> day of December 2024.

SIGNED:

ATTEST:

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

\_\_\_\_\_  
Michael Fox, Secretary

Findings in Support of Direct Award of an Ongoing HVAC Inspection Services  
and Certain On-Call HVAC Services

**Resolution No. 2024-25-16, Exhibit A**

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

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

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

**Nature of the Project:**

The project involves the ongoing maintenance, inspection, and on-call services for the Port’s HVAC systems, ensuring their efficient operation and minimizing downtime. This includes routine checks, system diagnostics, repairs, and emergency services as needed. The goal is to maintain optimal performance of HVAC systems critical to the safety, comfort, and operational functionality of the Port’s facilities, with a focus on cost-effective, reliable management through an experienced provider, DIVCO.

**Public Notice and Public Hearing:**

As required by ORS 279C.335(5), the Port published notice for interested parties to request a public hearing to comment on these findings on November 20, 2024, on the Port of Hood River website. Nobody requested a hearing to make a public comment on these findings. Pursuant to OAR 137-049-0210(2), the LCRB exempts solicitation of the contract from the advertising requirement of ORS 279C.360.

**Additional Analysis:**

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

**1. Availability of Potential Proposers:**

If these findings are approved, the Port will directly award this contract to DIVCO Inc. The Port has reached out to the other few companies that perform this work with little interest. With the hands-on experience that DIVCO has with our facilities it takes all the guesswork out of diagnoses due to past issues, which saves time and money. If the contract goes to

another company the Port would spend more than double the time to learn what DIVCO already knows and has documented.

2. Budget:

Retaining DIVCO for HVAC services offers cost savings and efficiency by reducing emergency repairs and downtime. Their familiarity with our systems ensures quicker diagnostics and avoids the need for third-party contractors. Continuing with DIVCO eliminates onboarding costs and redundant services, supporting budget predictability and efficient resource use.

3. Public Benefits of Exemption:

The exemption allows the Port to maintain continuity in essential HVAC services, ensuring safety and comfort for the public and staff. Retaining DIVCO ensures timely, efficient maintenance and prevents costly disruptions. This streamlined process helps allocate resources effectively, respond quickly to needs, and avoid delays, supporting cost-effective HVAC management that benefits both the Port and the public.

4. Cost and Availability of Specialized Expertise:

The exemption allows the Port to retain DIVCO, an experienced HVAC provider familiar with our systems. Their specialized expertise reduces the need for training or new contractors, ensuring quicker response times, cost savings, and minimal service disruptions. Continuing with DIVCO guarantees high-quality, reliable HVAC services.

5. Funding Sources:

Funding for HVAC services will come from the Port's existing maintenance budget, allowing costs to be managed efficiently without additional funding requirements. Retaining DIVCO helps avoid unexpected expenses from switching vendors or system failures.

6. Expertise of Staff and Consultants:

DIVCO's staff and consultants bring specialized expertise in HVAC systems, ensuring high-quality, reliable service tailored to the Port's needs. Similarly, Port staff and legal counsel have the expertise to effectively solicit, negotiate, administer, and enforce the contract terms. A direct appointment would simplify the administrative process for Port staff, making it more efficient than the formal qualifications-based selection process.

***End of Findings***

# Commission Memo

Prepared by: Ryan Klapprich, Facilities Manager  
Date: December 17, 2024  
Re: DIVCO Master Services Agreement



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## **BACKGROUND:**

Staff is requesting Board approval for a new Master Services Agreement with DIVCO Inc. for ongoing HVAC maintenance services. DIVCO has been a trusted provider of HVAC maintenance for Port-owned buildings for several years. This is a sole-source procurement, and an exemption has been granted based on findings that were provided and approved separately.

## **BUDGET IMPACT:**

In recent procurements, DIVCO has consistently provided the most cost-effective option, offering competitive contract rates as well as affordable on-call services. Their maintenance program has significantly minimized system downtime, ensuring tenant satisfaction and maintaining the safety of our buildings, especially during the challenging winter months. The Port anticipates spending approximately \$50,000 per year for the next 5 years on this contract. Additionally, the contract amount has already been accounted for in the annual budget.

## **RECOMMENDATION:**

Staff recommends that the Board approve the Master Services Agreement with DIVCO Inc. for HVAC maintenance and on-call services.

## **SUGGESTED MOTION:**

Motion to approve the Master Services Agreement with DIVCO Inc. for HVAC services, with a total not-to-exceed amount of \$250,000, and Work Order No. 1 with a not-to-exceed amount of \$30,395, pending legal review.

## **ATTACHMENTS:**

Master Services Agreement

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## CONSTRUCTION-RELATED MASTER PERSONAL SERVICES AGREEMENT

This Master Personal Services Agreement (this "Agreement") is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as "**Port**"), and **DIVCO, Inc**, (hereinafter referred to as "**Contractor**").

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

1. **PROJECT:** Work shall be performed by Contractor in connection with a project generally described as: HVAC Services
2. **SCOPE OF SERVICES:**
  - a. Work Orders. The Contractor shall be responsible for the performance of all services as set forth in Work Orders issued by the Port from time to time (the "Services") and to the extent described in this Agreement. Work Order No. One is attached hereto as Exhibit A and incorporated herein and shall serve as a sample for future Work Orders. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of this Agreement.
  - b. On-Call Services. Contractor shall be available and shall provide the Port HVAC services on an on-call basis ("On-Call Services") for the projects described in the Statement of Work attached hereto as Exhibit B and incorporated herein, as requested by the Port from time to time. The Port shall pay Contractor the compensation set forth in the Statement of Work for performance of the On-Call Services. The maximum-not-to-exceed compensation payable to Contractor for all On-Call Services, which includes any allowable Reimbursable Expenses shall not exceed \$250,000, roughly \$50,000 annually for the term of the Agreement.
  - c. Performance Standards. Contractor shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Contractor shall be responsible for providing, at the Contractor's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services.
  - d. Nonexclusive Agreement. Contractor acknowledges and agrees that this not an exclusive agreement and that Port may contract with or cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Contractor under this Agreement.
  - e. Press Releases. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully

executed and shall terminate five (5) years later, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.

4. **TIME OF THE ESSENCE:** The Services of the Contractor shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services and any project schedule identified in a Work Orders shall be binding on the parties.
5. **COMPENSATION:** The Port shall pay fees to the Contractor for Services performed under the terms of this Agreement and as specified in individual Work Orders. Compensation for the Services shall not exceed the amount set forth in individual Work Orders, unless otherwise approved in writing by the Port ("Compensation"). If provided in the Work Order, the Port will also reimburse Contractor for reasonable direct expenses incurred by the Contractor ("Reimbursable Expenses"). Contractor will obtain written approval from Port prior to expenditure of any individual Reimbursable expense that exceeds five hundred dollars (\$500.00). Contractor will not exceed five thousand dollars (\$5,000.00) in total Reimbursable Expenses under an individual Work Order without prior written Port approval.

Invoices shall include a detailed description of work performed and include evidence of any Reimbursable Expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation and Reimbursable Expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Contractor.

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. Contractor reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

6. **STATUS OF CONTRACTOR AND RELATIONSHIP TO PORT:** The Contractor 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 Contractor's employees. Neither the Contractor nor any of the Contractor's employees are nor shall they be deemed employees of the Port. The Contractor is not and shall not act as an agent of the Port. All employees who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries and other amounts due the Contractor'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 Contractor has sole authority and responsibility to employ, discharge and otherwise control the Contractor's employees. The Contractor has sole authority and responsibility as principal for the Contractor's agents, employees, sub-Contractors and all others the Contractor hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.

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

**8. REPRESENTATIONS:** The Contractor represents and covenants that:

- a. The Contractor 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-contractors of the Contractor employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product (as defined below) of Contractor required to be stamped shall be stamped by the appropriately licensed professional.
- b. To the extent the Contractor deems necessary, in accordance with prudent practices, the Contractor has inspected the sites and all of the surrounding locations whereupon the Contractor may be called to perform the Contractor's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
- c. The Contractor 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 Contractor 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 Contractor's business as now conducted or proposed to be conducted and the Contractor 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 Contractor 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 Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

**9. CONTRACTOR'S INSURANCE:**

Contractor shall keep and maintain the following insurance for the duration of the Agreement term:

- 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 this Agreement.

- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$2,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any Services under this Agreement, the Contractor 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 Contractor sub-contracts any portion(s) of the Services, said sub-contractor(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 Contractor. If the coverage under this paragraph expires during the term of this Agreement, the Contractor shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

If any policy obtained by the Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide the Contractor 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 Contractor 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 Contractor 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:**

- a. The Contractor shall indemnify 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, a claim

regarding professional negligence and relating to the professional services provided by the Contractor, except to the extent that the Contractor's liability or fault is determined by adjudication or alternative dispute resolution, or otherwise resolved by settlement agreement.

- b. The Contractor 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, all other acts or omissions of the Contractor, or any of the Contractor's sub-contractors, Contractor's suppliers and/or Contractor's employees arising in connection with the performance of this Agreement that are not otherwise identified in Subsection a. of this Section.
- c. The obligations of the indemnifications extended by the Contractor 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 Contractor 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 Contractor by the Port or developed by the Contractor as a result of the performance of this Agreement. The Contractor agrees that if the Port so requests, the Contractor will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-Contractor 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 Contractor, 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. TERMINATION NOT-FOR-CAUSE:**

a. Termination for Cause.

- i. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or Port notifies Contractor of the breach, whichever is earlier. If Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's notification of the Contractor, Port may terminate that part of the Agreement or a Work Order affected thereby upon written notice to Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

- ii. If the breach is material and Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Contractor as being in default and pursue any remedy available for such default at law or in equity.
  - iii. Pending a decision to terminate all or part of this Agreement or a Work Order, Port unilaterally may order Contractor to suspend all or part of the Services under this Agreement or a Work Order. If Port suspends terminates all or part of the Agreement or a Work Order pursuant to this Section, Contractor shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement or a Work Order and later orders Contractor to resume those Services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
  - iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Contractor, including but not limited to, amounts owed under this or any other Agreement between Contractor and Port.
- b. Termination for Convenience. In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement or a Work Order at any time and for its own convenience, by written notice to Contractor.
- c. Obligations of Contractor. After receipt of a notice of termination, and unless otherwise directed by the Port, the Contractor shall immediately proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-contractors to the extent they relate to the Services terminated;
  - iii. Submit to the Port detailed information relating to each and every sub-contractor of the Contractor under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-Contractor 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-contractor for substantially the same terms as have been contracted by the Contractor;
  - 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 Contractor and in which the Port has or may acquire an interest.
- d. Termination Settlement. After termination, the Contractor shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Contractor 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 Contractor within such thirty-day period. If the Contractor 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 Contractor shall be made.

- e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Contractor in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Contractor under this paragraph there shall be deducted any claim which the Port has against the Contractor under this Agreement.
- g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Contractor for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

**14. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform Services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Contractor's reasonable control, Contractor shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Contractor reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.

**15. RECORD KEEPING:** The Contractor shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Contractor's time based and reimbursable costs and expenses under this Agreement. The Contractor shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

**16. WORK PRODUCT:** All work product of the Contractor 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 Contractor 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. Contractor shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

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

#### **17. PUBLIC CONTRACTING REQUIREMENTS**

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 10 hours in any one day or 40 hours in any one week, and for all work performed on a Saturday or any legal holiday, or for all work performed on any other holiday specified in a collective bargaining agreement. (ORS 279B.235)
- b. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Hours of Labor. Contractor shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- g. Medical Care for Employees. Contractor shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)



- h. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- i. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with, and for the term of this Agreement shall continue to comply with:
  - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**18. NOTICE:** All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer to the addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

**19. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights,

duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Contractor and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

- 20. INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to “writing” include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- 21. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- 22. 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.
- 23. 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 Contractor. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Contractor shall have no obligation to perform any non-delegable function.
- 24. 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.
- 25. OBSERVE ALL LAWS:** The Contractor 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.

- 26. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
- 27. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
- 28. **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.
- 29. **SEVERABILITY:** If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
- 30. **MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**DIVCO, Inc.**

**Port of Hood River**

Signed:

Name: Mark Sciara  
Title: Account Manager  
Date:  
Address: 715 N. Madelia  
Spokane, WA 99202  
Phone/Email: (509) 534-7225  
[marksciara@divcoec.com](mailto:marksciara@divcoec.com)

Signed:

Name: Kevin M. Greenwood  
Title: Executive Director  
Date:  
Address: 1000 E. Port Marina Drive,  
Hood River, OR 97031  
Phone/Email: (541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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Port of Hood River  
1000 East Port Marina Drive  
HVAC Standard Preventive Maintenance  
Service Agreement Renewal Pricing for 2025 Service Year

Prepared by:

Mark Sciara  
Account Manager

For:

Port of Hood River  
1000 East Port Marina Drive  
Hood River, Oregon 97031  
Ryan Klapprich  
541-386-3200

24 HOUR SERVICE: 1-888-621-5103 / 509-534-7225

DIVCO Incorporated  
715 N. Madelia  
Spokane, WA 99202  
Office: 509-534-7225  
Fax: 509-534-6865

10/23/2024



## DIVCO Service Team

**Principal Owners:** Jeff & Tricia Lathrop have assembled a team of industry professionals whose objective is to provide cost effective *building comfort* for commercial customers. The team achieves that objective by offering preventive maintenance services that 1) protect the customer's investment in mechanical equipment, 2) prolong the lifecycle of the mechanical equipment, 3) reduce energy & operating costs, 4) provide outstanding tenant comfort, and 5) deliver prompt & reliable customer service.

**Safety Director:** As safety director, Andrew Compton is responsible for developing, training, implementing, tracking and monitoring all phases of safety protocol for DIVCO employees. This will be accomplished by following all governing regulations as dictated for the HVAC mechanical services industry.

**Operations Manager:** Chris Markham is responsible for all service technicians at Divco Inc. This includes hiring, training, tasking, safety, tools, and vehicles.

**Account Manager:** Mark Sciara will be your account manager. The primary responsibility of the account manager is to provide support and coordination for the execution of your service program. Your account manager is ultimately responsible for providing you with excellent customer service.

**Quality Assurance:** The mechanical services performed by the staff of technicians will be randomly assessed by the Operations Manager, Account Manager and the Safety Director. This assessment ensures work performed is in compliance with factory recommended maintenance procedures, industry safety standards, applicable governing regulation, in-house training directives, and any pertinent customer compliance requests.

**Primary Service Technician:** The primary service technician will be performing the service and repair functions for your DIVCO related HVAC equipment whenever possible. In the event that the primary service technician is not available, DIVCO will ensure we have other highly skilled service technician trained on your specific systems. These technicians will also be capable and ready to respond to your specific needs. Your service technicians can be reached by calling 24HR Service Dispatch at Provider Service Phone Number.

**24HR Service Dispatcher:**

Tisha & Ashley are our service dispatchers. Our Service Dispatchers are responsible for dispatching service technicians in response to your service needs. Service Dispatch can be reached at Provider Service Phone Number for emergency service or normal service requests.

## Agreement Investment

This service agreement will remain in effect for an original term of 12 months, and renew automatically from year to year thereafter. During the renewal process, the agreement price is reviewed and may be adjusted according to the annual inflation rate. Either party may terminate this agreement with a 30 day notice.

## Scheduled Services

Listed below, you will find a common description of scheduled tasks and services for equipment covered herein. Detailed tasking's, specific to items on the attached equipment list, will be prepared by the operations manager and presented to your service technician upon agreement start-up. Our services include all maintenance materials, gaskets, oils, and lubricants required to perform these tasks.

DIVCO will test and cycle all equipment after service is complete, to ensure proper operational conditions. Upon completion of our services, you will receive a service report with written documentation of tasks performed and any recommendations of our findings for your records.

## DIVCO Standard Preventive Maintenance (PM)

DIVCO's Standard Preventive Maintenance program ensures performance and management of the manufacturers recommended maintenance routines. DIVCO's factory trained service technicians perform the mechanical maintenances according to the equipment's age, size, and run-time to ensure proper system operation and efficiency. This level of service results in fewer equipment failures, increased equipment life, and maximum energy savings.

DIVCO's Standard Preventive Maintenance plan is not to be compared with a mere *economy-type* "Inspection & Filter Change Service". Economy services do not allow a service technician adequate time to ensure proper operation and efficiency of the mechanical systems. Those service plans end up costing the consumer more dollars toward troubleshooting and repairs.

### **HVAC Equipment Spring / Fall Services**

Spring / Fall Services include checking for unusual noises, vibration, or corrosion, securing panels and reporting any leaks. Additionally, your service technician will check unit control panels for damaged wiring and verify proper operation of all components. He will inspect heat exchangers, motor starters and contactors; inspect and adjust blower motors, belts, sheaves, evaporator coils, air filters, and condensate drains. DIVCO will inspect and adjust condenser fan motors, blades, speed controls, and condenser coils. Economizer dampers and controls will be checked for proper operation. Economizer linkages will be lubricated.

### **HVAC Equipment Mid-Summer / Mid-Winter Services**

Mid-Summer / Mid-Winter Services provide a test and inspection service which *verifies equipment operation during peak season operation*. This service ensures system efficiency and can prevent / eliminate a situation which may develop into a catastrophic failure if left unnoticed until the next scheduled service for that particular seasonal component.

### **Filter Service**

DIVCO shall furnish and install quality air filter media. This service will be performed as required, during the scheduled service, for the applicable items on the *equipment list*. If changing environmental conditions or experience indicates that the filter-changing schedule needs to be adjusted, it will be modified by mutual consent. Your program offers 4 filter change(s) per unit, per year.

**Drive Belt Replacement Service**

DIVCO will replace drive belts on a "as needed basis". The price per belt installed is set at \$84.00 per belt with labor included on normal time & material basis. This is not available on an emergency call-out basis.

**Condenser Coil Cleaning Service**

Condenser coil cleaning will be accomplished annually during the cooling season. This will help prolong the condenser life and add to increase efficiency during the cooling season. If changing environmental conditions or experience indicates that the above condenser coil-cleaning schedule needs to be adjusted, it will be modified by mutual consent.

Your program offers 1 coil cleaning per unit, per year.

**Evaporator Coil Cleaning Service**

A thorough preventive maintenance program typically incorporates the frequent exchange of quality MERV 8 pleated filters. In doing so, the "evaporative" (or indoor) coil will seldom need to be cleaned. Substandard filters, missing or loose filter door panels, or delayed filter change frequency will enable the evaporative coil to become dirty, plugged and/or contaminated with mold or mildew. As these conditions are not predictive, this service is not included as part of this scheduled service agreement.

If it is ever determined that the evaporator coils require cleaning, your DIVCO service technician will seek your approval to perform this service as an additional "Time & Material" billable item. By performing the evaporative coil cleaning, the equipment will be able to provide a cleaner / fresher supply of airflow. This will also help prolong the evaporator life and add to the peak operational efficiencies during the cooling season.

**Exhaust Fans**

There are no exhaust fans included on this program. If needed DIVCO can provide that service on a Time & material basis.

**Gas Fired Unit Heaters**

DIVCO shall check the pilot light or ignition system for proper operation and flame height. The burner orifices shall be inspected and the burner section will be cleaned if required. The fuel to air ratio will be adjusted if needed to achieve proper flame height. The heat exchanger will be visually inspected for signs of cracks or leakage. If there is evidence of any problem with the heat exchanger, DIVCO will take flue CO readings and record the results. If CO levels in the flue exceed 400ppm, the unit will be shutoff and tagged. The blower fan will be checked for excessive vibration and vacuumed if required. Bearings will be lubricated and thermostat settings will be verified and adjusted as necessary.

Your program offers 1 Fall PM services per unit, per year.

**Radiant Tube Heaters**

DIVCO shall check the pilot light or ignition system for proper operation and flame height. The gas train or oil burner will be checked for proper operation. All safeties will be tested for proper sequencing. Gas units will be checked for gas leaks. Oil systems will have the nozzle replace and the burner section wiped clean. Thermostats will be verified and adjusted as necessary. Your program offers 1 Fall PM services per unit, per year.



## 24-Hour Emergency Service Response Time

Response to service calls will be based on the type and nature of services required. If it is for a critical system failure, DIVCO will respond in four hours or less\*. If it is determined not to be critical in nature, service will be provided at a mutually agreed upon time.

\*Under extreme weather conditions, response times may be extended.

## Time & Material HVAC Services

**HVAC Services:** Labor for all service calls, above and beyond the scope of scheduled services within this agreement, will be billed at the Preferred Time & Material Service rate, M-F 8am – 5pm. After hours, weekends and holidays will be billed at the time & one-half rate. Call our dispatch center at 509-534-7225.

**Truck Charges:** *Time and Material* service calls will also include standard *Truck Charge* or mileage fee.

# Equipment List



1	Size / Type	Quantity	Visits	Make / Model	Serial	Location
Furnace / Gas	TBD	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
Furnace / Gas	TBD	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
Furnace / Gas	TBD	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
Furnace / Gas	TBD	1	4	Carrier TBD	TBD	PORT OF HOOD - OFFICE
Air- Cond. / Condenser	3.5 ton	1	2	Carrier C2A342GKA106	E063034492	PORT OF HOOD – OFFICE – Ground level
Air- Cond. / Condenser	3.0 ton	1	2	Carrier C2A336GKA100	E070326441	PORT OF HOOD – OFFICE – Ground level
Air- Cond. / Condenser	1.5 ton	1	2	Carrier C2A318GKA100	E060616160	PORT OF HOOD – OFFICE – Ground level
Air- Cond. / Condenser	2.5 ton	1	2	Carrier C2A330GKA100	E060613965	PORT OF HOOD – OFFICE – Ground level
Ductless split / air-handler	TBD	1	4	Mitsubishi TBD	TBD	PORT OF HOOD – OFFICE – A/C only
Ductless split / condenser	TBD	1	2	Mitsubishi TBD	TBD	PORT OF HOOD – OFFICE – Ground level – A/C only
Unit heater / gas	TBD	1	1	Modine - TBD	TBD	PORT OF HOOD – OFFICE – storage garage area
Tube heater / gas	TBD	1	1	Vantage 2 - TBD	TBD	PORT OF HOOD – Maintenance office
Coil cleaning - condenser	Up to 10 ton	5	1			PORT OF HOOD – OFFICES ground level
Filters 2" Pleated Merv 8	16x25x2	2	4			PORT OF HOOD - OFFICES
Filters 2" Pleated Merv 8	20x25x2	2	4			PORT OF HOOD - OFFICES
Furnace / gas	TBD	1	2	Comfort Maker - TBD	TBD	PORT OF HOOD – OFFICES – Gorge Innoventure
Filters 2" Pleated Merv 8	16x25x2	1	2			PORT OF HOOD – OFFICES – Gorge Innoventure – heat only
Furnace / Gas	TBD	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Furnace / Gas	TBD	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD – 700 E

## Equipment List

Furnace / Gas	TBD	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Furnace / Gas	TBD	1	4	Carrier 59SP5A1200E24	TBD	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Air-cond. / split condenser	4 ton	1	2	Carrier 24ABB348A0510	3411E11162	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY – Ground level
Air-cond. / split condenser	4 ton	1	2	Carrier 24ABB348A0510	3011E19335	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY – Ground level
Air-cond. / split condenser	3 ton	1	2	Carrier 24ABB336A0510	4911E04845	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY – Ground level
Air-cond. / split condenser	4 ton	1	2	Carrier 24ABB348A00510	3411E11152	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY – Ground level
Ductless split / air-handler	TBD	1	4	Mitsubishi - TBD	TBD	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Ductless split / condenser	TBD	1	2	Mitsubishi - TBD	TBD	PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY – Ground level
Coil cleaning - condenser	Up to 10 ton	5	1			PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY – Ground level
Furnace / gas	TBD	1	2	Rheem MUZGL09A	TBD	PORT OF HOOD – DMV -600 E PORT MARINA WAY
Filters 2" Pleated Merv 8	20X25X2	2	4			PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Filters 2" Pleated Merv 8	20X20X2	2	4			PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Filters 1" Pleated Merv 8	20X22X1	1	4			PORT OF HOOD – MARINA PARK OFFICES - 700 E PORT MARINA WAY
Furnace / gas	TBD	1	2	Rheem - TBD	TBD	PORT OF HOOD – YACHT MARINA RESTROOMS
Filters 1" Pleated Merv 8	20x25x1	1	2	Trane – YCS - Series		PORT OF HOOD – YACHT MARINA RESTROOMS
Furnace / gas / 90%	90K -horizontal	1	4	Trane YCS090F4EMA1VCD	162713896L	PORT OF HOOD – BG 7 – 616 Industrial Way – 1 <sup>st</sup> . floor north

## Equipment List

Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - series	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – 1 <sup>st</sup> . floor north
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – 1 <sup>st</sup> . floor north
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – 1 <sup>st</sup> . floor south breakroom
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way- 1 <sup>st</sup> . floor breakroom
Furnace / gas / 90%	TBD - horizontal	1	4	Trane YCS - Series	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – EAI Production
Furnace / gas / 90%	TBD - horizontal	1	4	TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production
Furnace / gas / 90%	TBD - horizontal	1	4	Armstrong Air TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – EAI Production
Furnace / gas / 90%	TBD - horizontal	1	4	Armstrong Air TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – Basement floor breakroom
Furnace / gas / 90%	TBD - horizontal	1	4	Comfort Maker TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way -EAI
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3036E1000AA	123053HE3F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTR3049A1000NA	192612R53F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTR3049A1000NA	192612P43F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3048A1000BB	10132UAY5F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB306OD1000BA	12253L344F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3024A1000BA	93412115F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level

## Equipment List

Air-cond. / split condenser	TBD	1	2	Trane 4TTB3036B1000BA	10085TTF3F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTB3036E1000AA	123053HC3F	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Carrier TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way – ground level
Air-cond. / split condenser	TBD	1	2	Trane 4TTA3060D4000DA	17181M145F	PORT OF HOOD – BG 7 – 616 Industrial Way – rooftop level
Filters 2" Pleated Merv 8	20X30X2	5	4			PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production & Breakrooms
Filters 2" Pleated Merv 8	20X25X4	1	4			PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production & Breakrooms
Filters 1" Pleated Merv 8	20X25X1	4	4			PORT OF HOOD – BG 7 – 616 Industrial Way -EAI Production & Breakrooms
Coil cleaning - condenser	Up to 10 ton	10	1			PORT OF HOOD – BG 7 – 616 Industrial Way – ground level & rooftop
Package RTU	150K	1	4	Trane YSC090F4EMAIVC	162713896L	PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Package RTU	RTP/ GH	1	4	Carrier TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Package RTU	RTP/ GH	1	4	Carrier TBD	TBD	PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Coil cleaning - condenser	Up to 10 ton	3	1			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Filters 2" Pleated Merv 8	16X16X2	4	4			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Filters 2" Pleated Merv 8	16X25X2	4	4			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop
Filters 2" Pleated Merv 8	20X30X2	2	4			PORT OF HOOD – BG 7 – 616 Industrial Way - Rooftop

## Equipment List

Package RTU	10 ton / RTP/ GH	1	4	Rheem RKNL-H120CR15E	TBD	PORT OF HOOD – JENSEN BUILDING - Rooftop
Package RTU	30 ton / RTP/ GH	2	4	Rheem RRG350150CKR	TBD	PORT OF HOOD – JENSEN BUILDING - Rooftop
Package RTU	3 ton / RTP/ GH	1	4	York DAYAF036N070C	TBD	PORT OF HOOD – JENSEN BUILDING - Rooftop
Package RTU	3 ton / RTP/ GH	1	4	Trane SAHA-302-C	TBD	PORT OF HOOD – JENSEN BUILDING - Rooftop
Package RTU	12 ton / RTP/ GH	2	4	Rheem RGEA14030AJD061AA	TBD	PORT OF HOOD – JENSEN BUILDING - Rooftop
Coil cleaning - condenser	10 ton & up	7	1			PORT OF HOOD – JENSEN BUILDING - Rooftop
Filters 2" Pleated Merv 8	18X18X2	12	4			PORT OF HOOD – JENSEN BUILDING - Rooftop
Filters 2" Pleated Merv 8	20X20X2	12	4			PORT OF HOOD – JENSEN BUILDING - Rooftop
Filters 2" Pleated Merv 8	24X24X2	3	4			PORT OF HOOD – JENSEN BUILDING - Rooftop
Package RTU	20 ton / 400K BTU	1	4	Trane Voyager YCD241E3HCAB	101810244D	PORT OF HOOD – Halyard Building – Rooftop A/C #1
Package RTU	20 ton / 400K BTU	1	4	Trane Voyager YCD241E3HCAB	101810289D	PORT OF HOOD – Halyard Building – Rooftop A/C -#2
Coil cleaning - condenser		2	1			PORT OF HOOD – Halyard Building – Rooftop-A/C #1 & #2
Filters 2" Pleated Merv 8	16X20X2	8	4			PORT OF HOOD – Halyard Building – Rooftop A/C #1 & #2
Filters 2" Pleated Merv 8	20X20X2	16	4			PORT OF HOOD – Halyard Building – Rooftop A/C #1 & #2
Package RTU	RTP/ Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04526	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP/ Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04527	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP/ Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04528	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/5 ton	1	4	Lennox LGC060S2BS1Y	5605C04522	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04518	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04525	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 5 ton	1	4	Lennox LGC060S2BS1Y	5605C04523	PORT OF HOOD–Wasco Roof

## Equipment List

Package RTU	RTP /Gas heat/ 6 ton	1	4	Lennox LGC060S2BS1Y	TBD	PORT OF HOOD - Wasco Building - Rooftop
Package RTU	RTP /Gas heat/ 3 ton	1	4	Lennox LGC036S2BS1Y	TBD	PORT OF HOOD - Wasco Building - Rooftop
Coil cleaning - condenser		9	1			PORT OF HOOD - Wasco Building - Rooftop
Filters 2" Pleated Merv 8		18	4			PORT OF HOOD - Wasco Building - Rooftop
Ductless split / condenser	TBD	2	2	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Rooftop
Ductless split / air-handler		2	4	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Mechanical room
Ductless split / condenser		1	2	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Rooftop
Ductless split / air-handler		1	4	Mitsubishi - TBD		PORT OF HOOD - Wasco Building - Mechanical room
Coil cleaning - condenser		3	1			PORT OF HOOD - Wasco Building - Rooftop
Filters - washable	16 ¾ x23 ¾ x1/16"	3	4			PORT OF HOOD - Wasco Building - Mechanical room
Wall heater / gas	Gas heat	1	1	Vantage - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 100
Tube heater / gas	Gas heat	1	1	Co Ray Vac - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 100
Wall heater / gas	Gas heat	1	1	Vantage - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 200
Tube heater / gas	Gas heat	1	1	Co Ray Vac - TBD	TBD	PORT OF HOOD - Timber Incubator building STE 200
Package RTU	RTP / Electric / 3 ton	1	4	Trane - TBD	TBD	PORT OF HOOD - Toll House
Coil cleaning - condenser		1	1			PORT OF HOOD - Toll House
Filters 1" Pleated Merv 8	12X12X1	1	4			PORT OF HOOD - Toll House
Filters 1" Pleated Merv 8	20X20X1	1	4			PORT OF HOOD - Toll House
Unit heater / gas	Gas heat	2	1	Reznor - TBD	TBD	PORT OF HOOD - Airport White hanger
Ductless split / condenser		1	2	Mitsubishi MXZ-2C2ONAHZ2	63P00953	PORT OF HOOD - FBO Building
Ductless split / air-handler		2	4	Mitsubishi MSZ-FH12NA	6003928 T & 6004273 T	PORT OF HOOD - FBO Building
Coil cleaning - condenser		1	1			PORT OF HOOD - FBO Building

## Special Provisions

1. If a notice is given by either party to terminate this service agreement and the billing cycle does not correspond with the service schedule, DIVCO will be paid in full for all services rendered up to the time of cancellation. In turn, DIVCO will refund any pre-paid fees for services not yet performed.
2. Pre-Approved Time and Material Repair Limit: On the pricing page, there is an option to state a dollar amount limit for "Pre-Approved" Time & Material repairs. The dollar limit (if chosen) is a "per repair" limit. This is offered to reduce repair costs at the time of scheduled services as most common repair parts are stocked on the service vehicles.

## Safety Protocol Provisions

1. DIVCO will perform all work within the appropriate safety guidelines as directed by all Federal, State, City & DIVCO guidelines. These protocols include Fall Protection, Lock-Out Tag-Out, PPE Equipment, Work Site Safety Plans, etc.
2. The customer agrees to provide adequate access to all equipment and components as identified on the "Equipment List". Any equipment requiring extraordinary means of access will be the customer's responsibility to provide such OSHA-approved access (i.e. Fall restraint tie-off, scaffolding, scissor lifts, snorkel lifts, fixed roof access ladders, rappelling equipment, etc.)

Note: If safety protocol improvements are not made for any item on the equipment list requiring such improvements, that equipment will be removed from the service schedule until satisfactory improvements are made.



## Prevailing Wage Provisions

1. In the state of Washington, any publicly funded facility; or, any privately owned facility which leases/rents 50% or more of a facility to a government entity; falls under "Public Work" and is subject to "Prevailing Wages". (RCW39.04.260)
2. If any agency of the state, or any county, municipality, or subdivision created by its laws shall knowingly fail to comply with the provisions of RCW 39.12.040 as now or hereafter amended, such agency of the state, or county, municipality, or political subdivision created by its laws, shall be liable to all workers, laborers, or mechanics to the full extent and for the full amount of wages due, pursuant to the prevailing wage requirements of RCW.39.12.020. (RCW 39.12.042)
3. For all facilities falling under "Public Work" laws, DIVCO will provide "Prevailing Wage" provisions to those service technicians assigned to the facility. *Customer Name* must state if this service agreement involves "Public Work".

## Pricing

Renewal Pricing for 2025 service year

	Scheduled Service Options	Semi-Annual Billing	Annual Price
#1	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD MARINA	\$4,782.50	\$9,565.00
#2	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD WASCO	\$2,712.50	\$5,425.00
#3	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD TIMBER INCUBATOR	\$235.00	\$470.00
#4	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD JENSEN	\$2,700.00	\$5,400.00
#5	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD HALYARD	\$1,105.00	\$2,210.00
#6	HVAC Quarterly PM & Filter Service & Annual Condenser Coil Cleaning for PORT OF HOOD BIG 7	\$3,662.50	\$7,325.00
	Annual Total – All PM Services	\$15,197.50	\$30,395.00

Customer Name agrees to pay DIVCO the annual amount of: \$30,395.00 dollars, to be invoiced in equal *Semi-Annual* installments of \$15,197.50. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by DIVCO. DIVCO must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied\*. DIVCO Guarantees the price stated in this agreement for ninety (90) days from the proposal date.

Pre-Approved Time & Material Repair Limit: No\_\_\_ Yes\_\_\_ \$\_\_\_\_\_ Initials\_\_\_

Customer Name **must state** if this service agreement involves "Public Work".  
Yes\_\_\_\_\_ No\_\_\_\_\_ (Please Initial)

Accepted by:

X \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Port of Hood River

1000 East Port Marina Drive

Hood River, Oregon 97031

*Mark Sciara*

Name: Mark Sciara

Title: Account Manager

Date: 10/23/2024

DIVCO Incorporated

715 N. Madelia

Spokane, WA 99202

*We look forward to doing business with you! Thank you for your prompt response.*



## DIVCO Terms and Conditions of Sale

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions unless otherwise indicated herein:

### General Provisions

1.1 **Unless stated otherwise, the services provided under this agreement shall be provided during DIVCO' normal working hours, Monday through Friday inclusive, excluding holidays.**

1.2 Client shall provide reasonable means of access to the equipment being serviced. Cost of man lift to access unit heaters is not included. DIVCO shall not be responsible for any removal, replacement or refurbishing of the building structure, if required to gain access to the equipment. DIVCO shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with the Client's representative.

1.3 This agreement, when accepted in writing by the Client and approved by a DIVCO representative, shall constitute the entire agreement between the two parties.

1.4 Either party may terminate this agreement at any time during the original term, or any extended term, by giving the other party 30 days notice of its intention.

### Charges

2.1 For services not covered by this agreement but performed by DIVCO upon the Client's authorization, the Client agrees to pay **DIVCO upon presentation of itemized invoice(s), at DIVCO' prevailing rates.**

2.2 If an emergency service is requested by the Client and inspection does not reveal any defect for which DIVCO is liable under **this agreement, the Client will be charged at DIVCO' prevailing rates.**

2.3 The annual rate is subject to adjustment annually on each anniversary date to reflect increases in labor, material and other costs.

2.4 Customer will promptly pay invoices within ten (10) days of receipts. Should payment become thirty (30) days or more delinquent, DIVCO may stop all work under this agreement without notice and/or cancel this agreement, and the agreement amount shall become due and payable immediately upon demand. DIVCO will assess a late charge in the amount of 1 1/2 percent per month after thirty (30) days from the invoice date. Customer agrees to pay on demand the amount of all expenses reasonably incurred by DIVCO in efforts to collect the indebtedness in the event that this agreement is referred to an attorney. Customer agrees to pay a **reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all** court costs and costs of public officials. In the event legal remedy is necessary, venue shall be in Spokane County, Washington.

### Limitations of Liability

3.1 DIVCO shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightening, freeze-ups, strikes, lockouts, difference with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL DIVCO BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES**, but this sentence shall not relieve DIVCO of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of DIVCO in performance or failure of performance of its obligations under this agreement.

3.2 DIVCO shall not be required to make safety tests, install new devices, or make modifications to any equipment beyond the scope of the original contract in order to comply with recommendations or directives of insurance companies, governmental bodies or for other reasons.

3.3 DIVCO shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.

3.4 This agreement pre-supposes that all equipment is in satisfactory working condition. A cost estimate will be furnished for any equipment found in need of repair, upon initial inspection or initial seasonal start-up, with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.

3.5 This agreement pre-supposes no substance regarded as hazardous by EPA is utilized in the system. If in servicing the system, DIVCO discovers the use of hazardous material, the Client will be responsible to remove, or have removed, any such substance and to replace it with a non-hazardous substitute. The Client will incur the cost of removal and substitution.

3.6 The amount of any present or future sales, use, occupancy, excise, or other federal, state or local tax which DIVCO hereafter shall be obligated legally to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.

3.7 If the equipment or software included under this agreement is altered, modified, or changed by a party other than DIVCO, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly or DIVCO may terminate the agreement.

3.8 Following 12 months of service or any time thereafter, if individual item(s) cannot, in DIVCO' opinion, be properly repaired on-site, due to excessive wear or deterioration, DIVCO may withdraw the items(s) from coverage upon ninety (90) days prior written notice.

3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

3.10 **Customer shall permit only DIVCO' personnel or agent to perform the work included in the scope of this agreement. Should anyone other than DIVCO' personnel perform such work, DIVCO may, at its option, cancel the agreement or eliminate the involved item of equipment from inclusion in this Agreement.**

3.11 In the event the system is altered, modified, changed or moved, by a party other than DIVCO, DIVCO reserves the right to terminate or negotiate the Agreement based on the condition of the system after the changes have been made.

3.12 DIVCO will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

3.13 This agreement does not include responsibility for design of the systems, obsolesces, safety test, repair or replacement caused by weather, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the systems, negligence of others (including customer), failure of customer to properly operate the systems, requirements of **the governmental, regulatory, or insurance agencies, or other causes beyond DIVCO' control.**

#### Extra Charges

4.1 If a trouble call is made at the Customers request and inspection indicates a condition which is not covered under this agreement, DIVCO may charge customer at the rate than in effect for such services.

#### Non-Maintainable Equipment

5.1 The annual rate assumes the equipment covered under this Agreement is in maintainable condition. If, at the time of seasonal start-up or on the first inspection, repairs or replacements are required, such charges will be submitted for customer's approval. If customer does not authorize such repairs or replacements, DIVCO may either remove the equipment from its scope of responsibility, and adjust the annual rate accordingly, or cancel the agreement.

5.2 This Agreement applies only to the maintainable portions of the system(s). Under full coverage agreements, DIVCO will not be responsible for the repair or replacement of non-maintainable and/or non-moving parts of the heating, ventilation and air conditioning systems. Examples of such non-covered items are dampers, ductwork, cabinets, heat exchangers, boiler tubes, boiler sections, boiler refractory, chimney, breeching, refrigerant piping, refrigerant leaks, refrigeration evaporators, refrigeration condensers, condensate drain pans and lines, water coils, steam coils, steam traps, pneumatic air lines, fan housings, main power service and electrical wiring, valve bodies or other structural parts.

#### Facilities Management Programs Limitations – If Applicable

6.1 All computerized maintenance monitoring and computerized energy management equipment provided by DIVCO will remain the property of DIVCO. Should this program be terminated, DIVCO reserves the right to remove this equipment.

6.2 The monitoring service is not to imply or obligate any direct liability or contingent liability for damages caused by alarms not received or handled improperly. This service is not a U.L. certified alarm center. Lines are checked at least monthly for connection.

6.3 Customer is responsible for all phone line installation, line costs, and usage charges incurred.

#### EXECUTIVE ORDER 11246 – Affirmative Action for Minorities and Women

During the performance of this contract, the Contractor agrees to comply with any applicable requirements of Executive Order 11246 (as amended by EO 11375, 12486, et al) and its implementing regulations at 41 CFR 60-1, 2, 3 and 4, prohibiting discrimination based on race, gender, ethnicity, national origin or religion and requiring affirmative action and EEO reporting to promote equal opportunity. The relevant sections required by 41 CFR 60-1.4 are hereby incorporated by reference

#### AFFIRMATIVE ACTION FOR VIETNAM ERA & OTHER VETERANS

Applicable to all nonexempt contracts and purchase orders of at least \$100,000 a year.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

#### AFFIRMATIVE ACTION FOR PERSONS WITH DISABILITIES

Applicable to all non-exempt contracts and purchase orders of at least \$10,000 a year

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Executive Order 13496 of January 30, 2009 may require our suppliers and subcontractors to post notices of employee union rights, and notify their contractors of same. 29CFR Part 471, Appendix A to Subpart A is hereby incorporate by reference.

## **EXHIBIT B**

### **Statement of Work HVAC Services**

**Part 1.** Contractor shall provide HVAC maintenance, inspections, and on-call services as requested by the Port, including but not limited to the following services:

- Service calls outside of the original contract paid out in time and materials.
- Emergency response when time allows for repairs of equipment.
- Future replacement of equipment
- Diagnostic of equipment and system issues.
- General Maintenance Services
- HVAC Equipment Services
- Air Filter Maintenance
- Drive Belt Replacement
- Condenser Coil Cleaning
- Gas-Fired Unit Heater Maintenance
- Radiant Tube Heater Maintenance

**Part 2. Compensation.** The Port shall compensate the Contractor for Services based on the hourly rates for Key Personnel, which will be determined annually.

**Part 3. Reimbursement.** The Port shall reimburse Contractor for any allowable Reimbursable Expenses up to maximum amount of \$2,500.00

**Part 4. Amendments.** The Port and Contractor will update Key Personnel and Hourly Rates, if necessary, on an annual basis.

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# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: December 17, 2024  
Re: Accounts Payable Requiring Commission Approval

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<b>Beery, Elsner &amp; Hammond, LLP</b>	<b>\$18,739.20</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$18,739.20</b>
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**Beery, Elsner & Hammond, LLP**

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

November 27, 2024

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

Our File: PORTHR

SUMMARY OF ACCOUNT

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NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments &amp; Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
GENERAL-General	2,506.60	0.00	1,077.60	3,584.20
INTERGOV-Intergovernmental	0.00	0.00	1,097.50	1,097.50
PERSON-Personnel	2,562.00	0.00	1,499.50	4,061.50
PSAFETY-Public Safety	0.00	0.00	160.00	160.00
PWORKS-Public Works	1,239.00	0.00	3,804.50	5,043.50
REALPROP-Real Property Transactions	<u>2,667.00</u>	<u>0.00</u>	<u>2,125.50</u>	<u>4,792.50</u>
TOTAL	8,974.60	0.00	9,764.60	18,739.20

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LEGAL FEES (per the attached itemization): \$ 9,758.00

DISBURSEMENTS (per the attached itemization): \$ 6.60

Balance (current bill) \$ 9,764.60

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Previous Balance Due \$ 8,974.60

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Total Payments and Credits \$ 0.00

**TOTAL BALANCE DUE \$ 18,739.20**

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# Commission Memo

Prepared by: Kevin Greenwood  
Date: December 17, 2024  
Re: Review Fall Planning Directives



The Port Commission conducted Fall Planning on November 19. This memo summarizes the goals, background themes and directives from that Work Session, ensures that staff correctly understands where the Commission is heading, and gives an update on progress since that session.

Each responsible manager/contractor will have a subsequent page attached to this memo summarizing progress since Fall Planning. More complex projects will be analyzed with concept-level scope, schedule and budget and discussed at Spring Planning for inclusion in the FY26 budget.

## GOALS

1. Improve transparency
2. Pursue projects that will generate positive net operating income
3. Pursue practices/projects that will decrease or cover additional operational costs
4. Safety for our users will continue to be our top priority
5. Increase employee training
6. Review/improve port policies
7. Prepare for bridge replacement

## BACKGROUND THEMES

1. The Commission continues to see a role for the Port in the community after bridge replacement focusing on economic and recreational development.
2. The Waterfront Recreation, Commercial Properties, Marina Basin and Airport Departments continue to run a deficit.
3. Approach each cost center with the premise that there will no longer be bridge toll revenue to support it.
4. Port initiatives should focus on projects that generate positive net income.
5. Keep and lease port-owned property. If a port-owned property is sold, proceeds should be used towards other asset generating and not operational costs.
6. Incorporate solar or other green energy concepts into design when it can reduce long-term operating costs for the Port.
7. Financial transparency is critical for building trust with our users.
8. Continue to review and update port policies as part of educating and informing the public about Port operations.

## PROJECTS/INITIATIVES TO WORK ON FOR SPRING PLANNING

1. Provide more detail as to the assumptions and milestones included in the Port's 10-year forecasting documents. Goal 1.
2. Pursue cell tower leases on the waterfront. Goal 2.
3. Evaluate true costs of Marina West and East for development opportunities. Goals 2 and 3.
4. Provide planning level scope and budget for existing bridge repairs in FY26. Goal 4.
5. Re-submit USCG request for two-week bridge lift notice. Goals 3 and 4.
6. Identify new airport property for land leases. Goal 2.

7. Prepare Budget, Scope and Schedule for Storage Facility at Lower Mill. Goal 2.
8. Prepare Budget, Scope and Schedule for License Plate program. Goal 2.
9. Undertake license plate artwork selection process prior to Spring Planning. Goal 2.
10. Establish Fair Market Value to charge private businesses for off-season parking. Goal 2.
11. Investigate switching to City's "passport" paid parking system. Goals 2 and 3.
12. Find better use for waterfront/marina committees; utilize as "Stakeholder" groups as part of planning processes. Goals 1 and 6.

## **DIRECTIVES BY STAFF/CONTRACTOR**

### **Debbie Smith-Wagar, Finance Director**

#### MOVE TO SPRING PLANNING

1. Provide more detail as to the assumptions and milestones included in the Port's 10-year forecasting documents. Goal 1.

#### COMPLETED/ONGOING FROM FALL PLANNING

- a. Provide monthly budget vs. actual matrix for all five funds and an agency total. Separate operating and non-operating activities. Include % of budget utilized (eliminate % variance) and a projected column. Include notes at bottom of matrix explaining trends or assumptions. Goal 1.
- b. On a quarterly basis, provide similar budget vs. actual matrix for fund departments and sub-departments (e.g. individual buildings). Goal 1.
- c. Resolution prepared to name Port Commissioners as board members for new Foundation. Goal 2.
- d. POHR Foundation Created. Goal 2.

#### OLD PROJECTS COMPLETED/UNDERWAY FROM LAST YEAR

- a. Financial Software Implementation. Goal 1.
- b. Completed Update of Port's Financial Policies. Goal 6.

### **Tom Bacci, Contract Real Estate Agent**

#### MOVE TO SPRING PLANNING

2. Pursue cell tower leases on the waterfront. Goal 2. Support by Ryan/Molly/Daryl
3. Evaluate true costs of Marina West and East for development opportunities. Goals 2 and 3.

#### COMPLETED/ONGOING FROM FALL PLANNING

- a. Continue leasing Big 7. Goal 2.

### **Ryan Klapprich, Facilities Manager**

#### MOVE TO SPRING PLANNING

4. Provide planning level scope and budget for existing bridge repairs in FY26. Goal 4.

#### COMPLETED/ONGOING FROM FALL PLANNING

- a. Continue hiring summer work crews. Goals 3 and 4.

### **Kevin Greenwood, Executive Director**

#### MOVE TO SPRING PLANNING

5. Re-submit USCG request for two-week bridge lift notice. Goals 3 and 4.

#### OLD PROJECTS COMPLETED/UNDERWAY FROM LAST YEAR

- a. Tracking June Bridge Accident Insurance Claim. Goals 1 and 4.
- b. Waterfront Transportation Improvements. Goal 4.
- c. Waterfront Parking Lot Development. Goal 2.
- d. Operational Building Re-location Study. Goal 7.
- e. Right of Way Acquisition. Goals 7 and 2.
- f. Mission, Vision, Values Statement. Goal 6.
- g. Communication/PR Contract Procured. Goals 1 and 7.
- h. Completed Analysis of Workforce Housing at Lower Hanel Mill. Goals 2 and 7.
- i. Completed Contract for Airport Manager. Goal 3 and 6.
- j. Completed Procurement Rules Update. Goal 6.

**Jeff Renard, Contract Airport/Project Manager**

MOVE TO SPRING PLANNING

6. Identify new airport property for land leases. Goal 2.
7. Prepare Budget, Scope and Schedule for Storage Facility at Lower Mill. Goal 2.

OLD PROJECTS COMPLETED/UNDERWAY FROM LAST YEAR

- a. So. Apron T-Hangars
- b. AWOS Tree Survey
- c. Jeanette Rd. No. Apron Land Lease Development
- d. Emergency Operations Center

**Gretchen Goss, Contract Communications/Special Projects**

MOVE TO SPRING PLANNING

8. Prepare Budget, Scope and Schedule for License Plate program. Goal 2.
9. Undertake license plate artwork selection process prior to Spring Planning. Goal 2.

COMPLETED/ONGOING FROM FALL PLANNING

- a. License Plate revenue would go toward Waterfront Parks O&M. Goal 2.

**Daryl Stafford, Waterfront & Marina Manager**

MOVE TO SPRING PLANNING

10. Establish Fair Market Value to charge private businesses for off-season parking. Goal 2.
11. Investigate switching to City's "passport" paid parking system. Goals 2 and 3. Support by Debbie/Molly.
12. Find better use for waterfront/marina committees; utilize as "Stakeholder" groups as part of planning processes. Goals 1 and 6.

COMPLETED/ONGOING FROM FALL PLANNING

- a. Implement quarterly payment option for marina and hangar tenants for 2026. Add an additional invoicing fee of \$25 to annual rate and fee schedule in Spring. Covers additional staff time per Goal 3.
- b. Close the Event Site Booth. Goal 3.
- c. Allow 3:00 AM parking at the Marina boat launch parking lot. Modifies Facilities Ordinance. Goal 6.
- d. Continue with the Event Site Host Program. Goal 3.
- e. Require large events to rent temporary parking at Lot 1. Modifies annual rules and regulations. Goals 2 and 6.
- f. Fix and re-open Marina Park picnic shelter. Modifies annual rules and regulations and rate resolution. Goals 2, 4 and 6.
- g. Update waterfront signage. Goals 1 and 4.
- h. Create new fee for private businesses providing services on Port property (e.g. crane service). Modifies annual rules and regulations and rate resolution. Goals 2, 4 and 6.
- i. Implement new Value Pass for parking at less desirable lots on the waterfront. Modifies rate resolution. Goals 2 and 6.

OLD PROJECTS COMPLETED/UNDERWAY FROM LAST YEAR

- a. Completed review of American Cruise Line development opportunities. Goals 2 and 4.
- b. Completed installation of paid parking program on waterfront. Goal 2.

## STATUS OF COMMISSION ACTIONS RELATED TO LAST YEAR'S DIRECTIVES

1. Forming Non-Profit – done
2. Grant and Engineering Contracts for So. T-Hangars – done
3. Project Mgt. and Design Contracts for Roundabout - done
4. Architectural Services Contract – done
5. Airport Management Contract - done
6. Communications/Public Relations Contract and Plan - done
7. Resolution adopting Procurement Policies - done
8. Resolution adopting Personnel Manual - done
9. Resolution reducing bridge load rating - done
10. Resolution adopting Financial Policies - done
11. Amendment to KPFF Contract for work on Second and Riverside - done
12. Resolution adjusting parking policies/fees - done
13. Amendment to EDA Grant for work on Second and Riverside – to come

-###-

## **Fall Planning Session Directive**

### **Discussion Topic:**

1. Improvements to 10-Year Forecasting Documents – Debbie

### **Overview:**

Port staff have traditionally provided 10-year forecasts at Spring Planning. The goal this year will be to identify better forecasting tools and provide the assumptions and milestones included in the forecast.

### **Expectations for Spring Planning:**

For Spring Planning there will be a complete set of 10-year forecasts for all Port activities. Assumptions will be made for inflation rates over that 10 years, along with assumptions regarding property improvements for revenue-generation and the associated staffing levels that will be needed for the various activities the Port will be conducting.

### **Attachment:**

N/A

-###-



## **Fall Planning Session Directive**

### **Discussion Topic:**

2. Pursue Cell Tower Leases on Waterfront – Tom

### **Overview:**

Staff receives frequent complaints regarding poor cell service on the waterfront which has made it difficult for customers to pay for waterfront parking. At least one cell service provider has reached out to the Port to identify a location (preferably on the roof of the Luhr Jensen building) to lease space for such a tower.

### **Expectations for Spring Planning:**

Tom Bacci, the Port's contract real estate broker, will be looking at market rates for cell tower leasing, reaching out to other cell providers to see if there is additional market interest, reviewing city code requirements, and site location (either land or roof). This could be a benefit for parking customers as well as a leasing opportunity.

### **Attachment:**

N/A

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## Fall Planning Session Directive

### Discussion Topic:

3. Evaluate true costs of Marina West and East for Development – Tom

### Overview:

The new financial software is allowing the Port to more easily track information about our commercial buildings. The Marina East and Marina West Buildings continue to lose significant money even when fully leased at market rates. This loss is primarily driven by janitorial contracts, utilities and overhead.

The current complex budget shows negative net income of almost \$100k. If the buildings were removed, the Port would actually improve net income by \$17k. (Overhead will still exist and be distributed elsewhere.)

### MARINA BUILDINGS FY25 BUDGETED NET INCOME

	WEST	EAST	TOTAL
INCOME	\$ 51,000	\$ 42,700	\$ 93,700
EXPENSES			
PS	\$ 4,872	\$ 4,872	\$ 9,744
M&S	\$ 50,600	\$ 50,600	\$ 101,200
ISF/OH	\$ 40,779	\$ 40,779	\$ 81,558
	\$ 96,251	\$ 96,251	\$ 192,502
NET	\$ (45,251)	\$ (53,551)	\$ (98,802)

The buildings were built in the early 1970s and the land is zoned Commercial. This area is also outside the federal recreational boundaries. This complex takes up about 100,000 including land, parking and building footprint. Any new construction would likely include a 75 ft. set back from the marina which could allow for a plaza next to the water.

One option worth studying would be to look at a land lease for a commercial use. Assuming an annual land lease rate of \$0.60-\$1.00 / sf, the gross income generated could be in the \$60k-\$100K range.

### Expectations for Spring Planning:

Further study the materials and services costs attributable to these buildings. Explore opportunities for re-development of the site utilizing a long-term land lease on the property.

### Attachment:

Marina West and East Budget to Actual reports (Attachment A)

-###-

Port of Hood River  
 Budget to Actual - Marina West  
 For the quarter ending September 30, 2024

	Marina West			
	Budget	Actual	\$ Variance	% Variance
<b>Income</b>				
Lease Revenue	\$ 51,000	\$ 10,224	\$ (40,776)	-79.95%
<b>Expenditures</b>				
Personnel	4,872	-	4,872	100.00%
Materials and Supplies	50,600	9,241	41,359	81.74%
Internal Service Charges	40,779	6,797	33,982	83.33%
Capital Outlay	20,000	-	20,000	100.00%
Total Expenditures	116,251	16,038	100,213	86.20%
Increase Fund Balance	\$ (65,251)	\$ (5,814)	\$ 59,437	-91.09%

Port of Hood River  
 Budget to Actual - Marina East  
 For the quarter ending September 30, 2024

	Marina East			
	Budget	Actual	\$ Variance	% Variance
<b>Income</b>				
Lease Revenue	\$ 42,700	\$ 8,413	\$ (34,287)	-80.30%
<b>Expenditures</b>				
Personnel	4,872	-	4,872	100.00%
Materials and Supplies	58,900	5,114	53,786	91.32%
Internal Service Charges	66,564	11,094	55,470	83.33%
Capital Outlay	10,000	-	10,000	100.00%
Total Expenditures	140,336	16,208	124,128	88.45%
Increase Fund Balance	\$ (97,636)	\$ (7,795)	\$ 89,841	-92.02%

## **Fall Planning Session Directive**

### **Discussion Topic:**

4. Bridge Repairs for FY 26 - Ryan

### **Overview:**

With the recent bridge inspection data, Port staff and HDR is putting together a 12 year CIP list for repair needs. As you have seen in the CIP it shows a start date of January 2025 for a misc. steel repair project. We have found minor needed repairs from the inspection and looking to add this work with a possible paint project. This will take time to put together a scope and schedule which is why planning in 2025 and work likely to begin 2026.

### **Expectations for Spring Planning:**

With the expectation of keeping the old bridge for a little longer we are looking at a few projects that have been on the inspection reports repeatedly. HDR is going to start an analysis of the past and present inspections and put together a needs assessment and time frames for necessary repairs. Staff will bring preliminary project costs and scoping for Commission review at Spring Planning

### **Attachment:**

N/A

-###-

## **Fall Planning Session Directive**

### **Discussion Topic:**

5. Resubmit USCG Request for Bridge Lift Noticing - Kevin

### **Overview:**

The Port's request for a 30-day noticing requirement for a bridge span lift from the US Coast Guard was denied late this summer. The Commission suggested proceeding with a 2-week lift request period.

### **Expectations for Spring Planning:**

Staff will give an update on progress – as it takes about six months to complete the process.

### **Attachment:**

N/A

-###-

## **Fall Planning Session Directive**

### **Discussion Topic:**

6. Identify New Airport Property to Lease - Jeff

### **Overview:**

In an effort to help the Ken Jernstedt Airfield gain self-sufficiency, the Commission directed staff to review vacant space at the airport for potential development. Staff and consultants should ensure that the Airport Master Plan is consulted for consistency.

### **Expectations for Spring Planning:**

Bring back a report on the status of vacant land (perhaps by defined zones) prioritizing potential zones for development. Criteria to be evaluated as part of the report would be zoning, utility access, constructability, FAA regulations and a general high-level evaluation of development cost.

### **Attachment:**

N/A

-###-

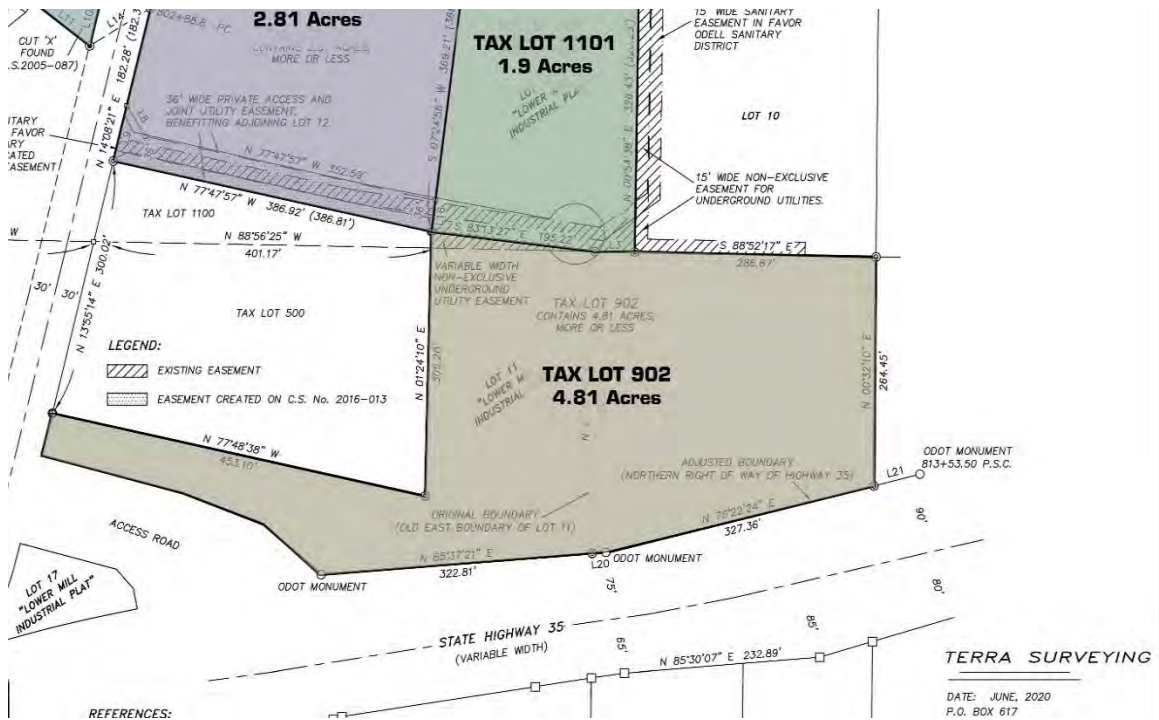
## Fall Planning Session Directive

### Discussion Topic:

7. Prepare for Storage Unit at Lower Mill - Jeff

### Overview:

The Commission provided feedback on which of the lots to begin developing for commercial storage facility. Port contractor, Jeff Renard, who owns two similar facilities noted that there is a market for covered RV/trailer storage along with a lesser number of enclosed larger units. Renard recommended starting with Tax Lot 902 (4.81 ac.) for site planning. This site has access to both Hwy 35 and a driveway off Lower Hanel Creek Mill Road.



### Expectations for Spring Planning:

Contractor and staff will bring back site plan layout including location of small admin office, report of county/agency costs and requirements, ground cover, preliminary cost estimates and market rates for space. Options and a recommendation on how to proceed with a development would include FY26 budget numbers.

### Attachment:

N/A

-###-



## Fall Planning Session Directive

### Discussion Topic:

8. Prepare for Implementing License Plate Program - Gretchen

### Overview:

The license plate project grew from the need for additional income streams to help maintain and operate highly used Port properties over the next decade. In their desire to create a non-profit entity, the idea of a specialty license plate was brought forth; some research has been done on the basic process and planning of the program. The Commission expressed a desire to involve the community in the process of design, so a new timeline and budget are being worked on with these updated requests.

### Expectations for Spring Planning:

Preparing to launch the License Plate program will require additional research, planning and administration. The estimated fees for the upcoming year include:

- \$5,000 application fee to DMV
- \$2,000 estimated artwork cost (dependent upon artist and process)
- \$15,000 estimated cost for planning, research and administration of the program set up.
- \$50,000 estimated for license plate production costs- though this most likely will not be paid in the first year of the timeline, but early 2026.

Documents presented at the Spring Planning Meeting will include:

- Option 1 timeline and budget: Port chosen artwork with no community committee involvement. This will be a lesser expense overall and a shorter timeline to production.
- Option 2 timeline and budget: Community contest for the artwork, which will require a longer timeline, thus extending the budget needed for hours worked and artwork contest oversight.
- In-depth information on other license plate program participants and their process, struggles, and procedures and marketing. This will be gathered through meetings with Oregon Coast Aquarium, Oregon Zoo, US Forest Service, etc. in hopes of learning from others who have successfully launched a plate.
- Marketing plan for license plate launch – schedule, calendar and outlets for media relations.

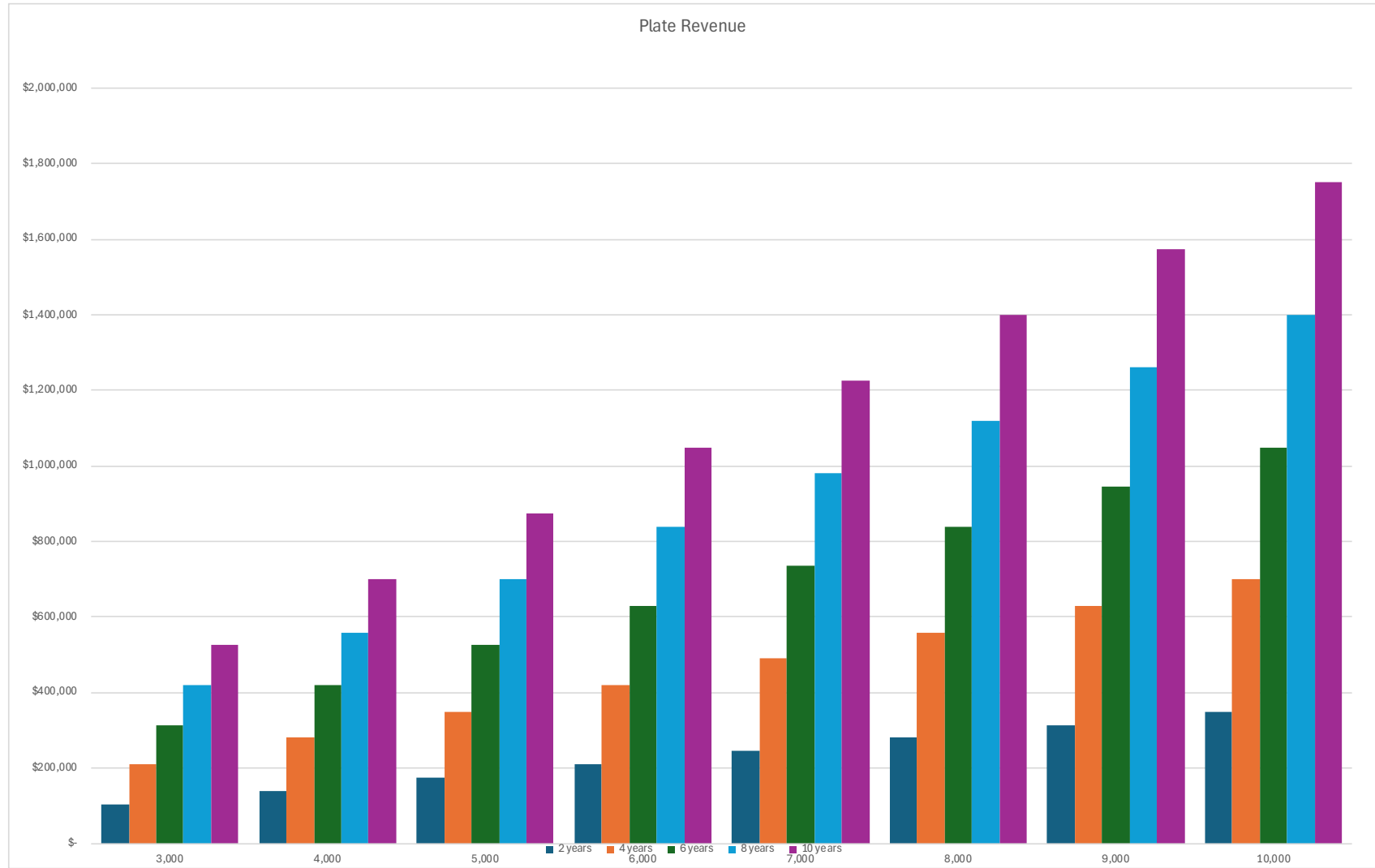
### Attachment:

Projected Plate Income Graph (Attachment B)

List of other plate agencies and income as of 2021 (Attachment C)

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<b>Total Plate Issuance &amp; Revenue</b>					
<b>Plate</b>	<b>Inception</b>	<b>Total Issue (as of July 2021)</b>	<b>Receiving Organization</b>	<b>Total Revenue</b>	<b>Active/Inactive</b>
<b>Specialty Plates</b>					
Salmon	January 1998	107,807	Oregon Watershed Enhancement Board/ Oregon Parks & Recreation	\$12,719,761.57	Active
Cultural Trust	February 2003	72,175	Oregon Cultural Trust	\$6,281,251.88	Active
Crater Lake	August 2002	392,705	Crater Lake National Park	\$7,472,117.63	Active
Wine Country	May 2012	54,827	Oregon Tourism Commission	\$3,317,102	Active
Portland Trail Blazers	September 2016	32,665	Portland Trail Blazers	\$1,801,330.60	Active
Pacific Wonderland	March 2010	112,289	Oregon State Capitol Foundation	\$10,548,188.97	Active
<b>Group Plates</b>					
Non-Commissioned Officers Association	July 1997	336	NCOA Oregon State Advisor Council	\$6,425	Active
Oregon Masonic Family	April 2003	443	Oregon Masonic Charitable Foundation	\$20,938.09	Inactive
Oregon Professional Firefighters	April 1998	3,776	Hillsboro Firefighters Random Acts	\$147,815	Active
Paralyzed Veterans of America	August 1994	156	Oregon Paralyzed Veterans of America	\$1,340.00	Active
Share the Road	January 2008	39,458	Cycle Oregon / The Street Trust	\$447,825.02	Active
Veterans for Human Rights	February 1995	255	Veterans for Human Rights Group	\$6,731.00	Active
Vietnam Veterans of America	January 1994	4,843	Vietnam Veterans of America, Oregon State Council	\$196,371.36	Active
Veteran's Recognition	February 1998	53,187	Oregon Dept of Veterans Affairs	\$1,498,588.17	Active
Fallen Public Safety Officer	September 2010	7,246	Law Enforcement Memorial Trust Fund	\$608,240.22	Active
Linfield College	October 2001	318	Linfield College	\$41,533	Inactive
Oregon State University	July 1998	13,727	Oregon State University	\$1,710,492.40	Active
Willamette University	March 2003	342	Willamette University	\$44,212.00	Active
Merchant Marines	June 1994	46		\$4,491.50	Inactive
<b>Group Veteran Plates</b>					
First Marine Division FMF	August 1994	756	Oregon Chapter of the First Marine Division	\$28,890	Active
Gold Star Family	Late 2007	189	Vietnam Veterans of America, Oregon State Council	(included with Vietnam Vets of America total above)	Active
Purple Heart	February 1998	3,008	Military Order of the Purple Heart	\$111,816.37	Active
<b>Special Registration Plate Program</b>					
Gray Whale	February 2019	17,976	Marine Mammal Institute at Oregon State University	\$832,749.05	Active
Smokey Bear	August 2019	34,222	Keep Oregon Green Association	\$1,393,613.36	Active
University of Oregon	April 2019	11,582	University of Oregon	\$531,412.89	Active

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## **Fall Planning Session Directive**

### **Discussion Topic:**

9. Present Artwork Selection for License Plate Program - Gretchen

### **Overview:**

There is a fair amount of waiting time for various steps in the license plate authorization process. One way to save time is to start the license plate artwork selection process now, to speed up the application process. The next six months would be used to set a design standard, solicit artwork, evaluate, receive DMV approval, etc.

If the Commission decides not to proceed with the overall license plate program, the artwork could be framed and placed in the administrative office foyer.

There would be some costs managing the process and determining an award amount for the winning artist.

### **Expectations for Spring Planning:**

Final artwork design selected for the license plate program.

### **Attachment:**

N/A

-###-

## **Fall Planning Session Directive**

### **Discussion Topic:**

10. Evaluate Market Value for Private Company Parking - Daryl

### **Overview:**

The Port enters into off season waterfront parking agreements with various private businesses and public entities to utilize Lot #1 and the Event Site. The rates have historically been well below fair market prices.

The Commission gave staff direction to work with CAT & Meadows to gather information regarding ride counts and site usage from the 2024/2025 season to bring back to Spring Planning. They also requested staff propose a parking rate that was a better balance between affordability for community partners and private businesses, and in better favor for the Port.

### **Expectations for Spring Planning:**

Staff will provide information from Meadows & CAT from their season, and also conduct a parking lot rate study that focuses on how other Port's and Cities lease parking areas and their rates.

### **Attachment:**

N/A

-###-



## **Fall Planning Session Directive**

### **Discussion Topic:**

11. Evaluate City's Parking Program - Debbie

### **Overview:**

Commission is interested in exploring a way to use the same parking software as the City. Discussion ensued around simplifying the number of phone apps and increasing the customer experience on the waterfront. Another thought included asking for the City to include Port parking property as a "zone" within the City phone app program.

### **Expectations for Spring Planning:**

Daryl has reached out to Passport and is in the process of setting up a meeting to learn about their program and what services they might be able to offer the Port. In addition, the Port will present its costs for running the paid parking program to see if it is financially viable to change.

### **Attachment:**

N/A

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## **Fall Planning Session Directive**

### **Discussion Topic:**

12. Better Utilization of Port Committees - Daryl

### **Overview:**

Over the past few years, the Commission has brought up reforming the Marina and Waterfront Committees to split them into groups to be more topic specific. Consideration has been given to the vital role of the existing committees, and for potential opportunities to increase public feedback that would reflect current and anticipated changes with the Port and the waterfront and still align with the community's vision and needs.

To move forward with a new approach, staff has recommended stakeholder groups versus standing committees. Port staff would convene these groups to discuss specific topics with hopes of gleaning a broader perspective and aspirational feedback. The format would change from a set committee of members to focus groups that would meet as needed. These groups would continue as the Committees did with supporting the community, advancing specific projects and driving Port organizational goals. They would provide a collaborative platform where diverse fresh perspectives and skills come together to make meaningful impacts that will enhance the community, such as increased recreation opportunities, economic growth, or environmental restoration.

The reasons for this change would be for relevance, better use of time, efficiency, flexibility of members to have someone to represent their stakeholder group versus a set person, focus on specific Commission or Port management objectives, facilitating conversations specific to the topic on hand, and having the ability to incorporate public input from a variety of stakeholders. This would help ensure that the commission is hearing from qualified professionals (owners reps), consultants, and grant specialists, along with members of various user groups and stakeholders. The goal is for the public to have the opportunity to weigh in on certain issues and the information that they would gain would aid them in making decisions for shaping future direction and planning for the waterfront.

The current structure for these existing, but infrequently meeting, committees would cease and in exchange the Port would invite stakeholder groups representing current membership groups to meetings when specific input is needed.

In addition, Port staff will be recommending new By-laws that may make Committees more easy to create and remove.

### **Expectations for Spring Planning:**

New By-laws for the Port will be provided. Update on feedback from user groups and final recommendations on committee structures.

### **Attachment:**

N/A

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# Memo

Prepared by: Debbie Smith-Wagar, Finance Director  
Date: December 17, 2024  
Re: 2024-2025 Budget to Actual Report  
through 10/31/2024

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The attached report is a summary of activity by fund. So far we are within budget expectations. Approximately 33.33% of the fiscal year has gone by, and our expenditures are reflecting that. Capital outlay is a bit high in the Bridge Operations Fund (66%), which reflects the repairs necessary after the bridge strike on June 27, 2024. The \$6,850,000 General Fund contingency amount consists of \$4 million from the Big 7 sale proceeds, \$2.3 million from the first 50-cents of each toll crossing out of the Bridge Operations Fund, and \$500,000 for general coverages. The \$6.7 million of transfers out of the Bridge Operations Fund also includes a \$4.4 million transfer of September 2023 toll increase revenue into the HRWSBA Fund. For Bridge Replacement, we are double-checking the invoices, but the Port appears to have completed its portion of the bridge replacement grants and the Bridge Authority is responsible for all of the costs going forward.

**Recommendation:** Information only

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PORT OF HOOD RIVER  
FY25 COST CENTER ANALYSIS - BUDGET VS ACTUAL  
For the period ending October 31, 2024 (33%)

	General			Administration			Bridge Ops			Bridge Rep.			HRWSBA			TOTAL		
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																		
Operating	\$ 4,047,750	\$ 1,184,269	29%	\$ 3,217,500	\$ 1,072,282	33%	\$ 10,935,000	\$ 3,591,106	33%							\$ 18,200,250	\$ 5,847,657	32%
Non-operating																		
Grants, interest, other income	\$ 6,439,600	\$ 152,350	2%				\$ 376,000	\$ 70,387	19%	\$ 3,002,000	\$ 148,393	5%	\$ -	\$ 10,520	0%	\$ 9,817,600	\$ 381,650	4%
Transfers In	\$ 2,300,000	\$ -	0%										\$ 4,400,000	\$ 1,353,119	31%	\$ 6,700,000	\$ 1,353,119	20%
<b>TOTAL</b>	<b>\$ 12,787,350</b>	<b>\$ 1,336,620</b>	<b>10%</b>	<b>\$ 3,217,500</b>	<b>\$ 1,072,282</b>	<b>33%</b>	<b>\$ 11,311,000</b>	<b>\$ 3,661,493</b>	<b>32%</b>	<b>\$ 3,002,000</b>	<b>\$ 148,393</b>	<b>5%</b>	<b>\$ 4,400,000</b>	<b>\$ 1,363,639</b>	<b>31%</b>	<b>\$ 34,717,850</b>	<b>\$ 7,582,427</b>	<b>22%</b>
<b>EXPENSES</b>																		
Operating																		
Personnel	\$ 323,722	\$ 44,433	14%	\$ 2,311,450	\$ 708,696	31%	\$ 667,600	\$ 194,453	29%							\$ 3,302,772	\$ 947,582	29%
Material and Services	\$ 1,883,758	\$ 634,436	34%	\$ 821,050	\$ 288,763	35%	\$ 1,563,000	\$ 466,500	30%							\$ 4,267,808	\$ 1,389,699	33%
Internal Services	\$ 1,823,884	\$ 654,365	36%				\$ 1,318,455	\$ 394,508	30%							\$ 3,142,339	\$ 1,048,873	33%
Debt	\$ 95,000	\$ -	0%													\$ 95,000	\$ -	0%
Other																\$ -	\$ -	
Subtotal	\$ 4,126,364	\$ 1,333,235	32%	\$ 3,132,500	\$ 997,459	32%	\$ 3,549,055	\$ 1,055,461	30%	\$ -	\$ -		\$ -	\$ -		\$ 10,807,919	\$ 3,386,154	31%
Non-Operating																		
Capital Outlay	\$ 3,791,800	\$ 56,841	1%	\$ 85,000	\$ 43,097	51%	\$ 1,620,000	\$ 1,071,745	66%	\$ 3,002,000	\$ 1,405,829	47%				\$ 8,498,800	\$ 2,577,511	30%
Transfers Out							\$ 6,700,000	\$ 1,353,119	20%							\$ 6,700,000	\$ 1,353,119	20%
Special Items													\$ 4,400,000	\$ 1,024,437	23%	\$ 4,400,000	\$ 1,024,437	23%
Contingency	\$ 6,850,000						\$ 1,000,000									\$ 7,850,000	\$ -	0%
Other																\$ -	\$ -	
Subtotal	\$ 10,641,800	\$ 56,841	1%	\$ 85,000	\$ 43,097	51%	\$ 9,320,000	\$ 2,424,864	26%	\$ 3,002,000	\$ 1,405,829	47%	\$ 4,400,000	\$ 1,024,437	23%	\$ 27,448,800	\$ 4,955,067	18%
<b>TOTAL</b>	<b>\$ 14,768,164</b>	<b>\$ 1,390,075</b>	<b>9%</b>	<b>\$ 3,217,500</b>	<b>\$ 1,040,556</b>	<b>32%</b>	<b>\$ 12,869,055</b>	<b>\$ 3,480,324</b>	<b>27%</b>	<b>\$ 3,002,000</b>	<b>\$ 1,405,829</b>	<b>47%</b>	<b>\$ 4,400,000</b>	<b>\$ 1,024,437</b>	<b>23%</b>	<b>\$ 38,256,719</b>	<b>\$ 8,341,221</b>	<b>22%</b>
<b>NET INCOME</b>																		
Operating	\$ (78,614)	\$ (148,965)		\$ 85,000	\$ 74,823		\$ 7,385,945	\$ 2,535,645		\$ -	\$ -		\$ -	\$ -		\$ 7,392,331	\$ 2,461,503	
Non-Operating	\$ (1,902,200)	\$ 95,510		\$ (85,000)	\$ (43,097)		\$ (8,944,000)	\$ (2,354,476)		\$ -	\$ (1,257,436)		\$ -	\$ 339,202		\$ (10,931,200)	\$ (3,220,297)	
<b>TOTAL</b>	<b>\$ (1,980,814)</b>	<b>\$ (53,455)</b>		<b>\$ -</b>	<b>\$ 31,726</b>		<b>\$ (1,558,055)</b>	<b>\$ 181,169</b>		<b>\$ -</b>	<b>\$ (1,257,436)</b>		<b>\$ -</b>	<b>\$ 339,202</b>		<b>\$ (3,538,869)</b>	<b>\$ (758,795)</b>	
BEG. FUND BALANCE	\$ 11,000,000	\$ 11,702,790		\$ -	\$ -		\$ 5,500,000	\$ 5,384,312		\$ -	\$ (8,051,339)		\$ -	\$ 303,566		\$ 16,500,000	\$ 9,339,329	
END. FUND BALANCE	\$ 9,019,186	\$ 11,649,335		\$ -	\$ 31,726		\$ 3,941,945	\$ 5,565,481		\$ -	\$ (9,308,775)		\$ -	\$ 642,768		\$ 12,961,131	\$ 8,580,534	

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# HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Note: A list of project abbreviations and acronyms can be found here: <https://hrwsba.gov/meetings/#Docs>

Project Director Report  
December 9, 2024

The following summarizes Replacement Bridge project activities from November 25, 2024 to December 9, 2024:

## HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

### PROGRESSIVE DESIGN-BUILDER (PDB) UPDATE

- Disciplines are progressing on addressing review comments on the project’s recently developed design criteria package and other project deliverables.

#### November Deliverables:

Submittal	Date Due	Date Received	Status
HRWSBR Phase 1A Civil Design Package	11/15/24	10/31/24	In review
HRWSBR Phase 1A Base Design Structural Package	11/15/24	11/13/24	In review
HRWSB Phase 1A Base Design Civil Package - URCP Revision 1	11/15/24	11/13/24	In review
Intersection Control Evaluation Report	11/20/24	11/20/24	In review
Existing Conditions Report - Revision 02	11/25/24	11/25/24	In review
Standard Deviation Report - Revision 01	11/26/24	11/26/24	In review
Alternative Assessment Report - Revision 02	11/26/24	11/26/24	In review
Design Criteria and Deviations Package - Revision 01	11/27/24	11/27/24	In review

## PUBLIC INVOLVEMENT & COMMUNICATIONS

### New/Things to Note

- Communications team will be preparing a comms plan for Phase 1B and for Q1 2025 in the next two weeks
- Moving forward, social media posts will be included in a plan sent to the Commissioners in advance each month
- Website is a big focus and is receiving a update on messaging focused on recent project updates (schedule, FAQs, timeline, etc.)

### Upcoming activities (Dec./Jan.)

- Creating social media campaign reinforce fact that Bridge Authority is overseeing project
- Creating tolling page for Bridge Authority website to address questions and concerns

- Working with Story Gorge to create short videos for with state and federal lawmakers as key audience

#### **Longer-term activities (Winter/Spring)**

- Refreshing communications tools to tell a compelling story about the urgent need of the project and why it's a valuable investment
- Completing Phase 1B Communications Plan in January and addressing communications needs as discussed with the GR/Comms Sub-committee

#### **GOVERNMENT RELATIONS UPDATE**

- Approximately 20 letters of support were submitted by the team in support of the updated federal Bridge Investment Program applications. We will continue to send additional letters as we receive them.
- Summit is working with the congressional delegation to advocate for completion of the INFRA agreement and support the project's Bridge Investment Program ask: Merkley, Blumenauer, Wyden, Murray, Cantwell offices all engaged in support.
- GR team is working with Boswell and Thorn Run to track pre-session dynamics and center on project asks and messaging.
- Phase 1B Government Relations plan under development, focusing on state legislative sessions in Oregon and Washington and federal actions.
- Phase 1B Communications planning underway, designed to use comms channels to support GR activities/funding requests.

#### **FUNDING FINANCE & TOLLING (FFT)**

##### **Upcoming Work:**

- **Washington State Funding**
  - The project is currently being reimbursed from the \$15M in move ahead funding that was part of Washington's \$75M commitment.
- **Oregon State Funding and Financing**
  - \$20M in Oregon Lottery Bond proceed funding has been committed to the project and will be available after a 2025 Lottery Bond sale.
  - A \$5M State Infrastructure Bank Loan has been approved and is ready for disbursement when needed. This loan is secured by 2025 Lotter Bond p[roceeds and will be repaid immediately upon receipt of those funds.
- **Federal Funding and Financing**
  - HRWSBA representatives have held several meetings with FHWA staff in October and November regarding the new green sheet cost estimate, revised project financial plan, and HRWSBA's request to obligate the \$200M in INFRA funding in phases. In response to those meetings, staff has submitted a revised Infrastructure for Rebuilding America (INFRA) Grant Agreement to the Federal Highway Administration (FHWA) incorporating all new information, addressing all comments, and answering all questions to date. This submittal is focused on obligating the first \$75M in INFRA funding immediately, with the reming \$125M being obligated later. This will allow the Authority to move forward with Phase 1B on schedule. FHWA has advised that the complete Agreement has now been transmitted to FHWA's office of Acquisition and Grants Management



(HCFA) for review. Comments have been received from HCFA and staff are developing responses. FHWA has indicated that they can sign the INFRA grant agreement once, the STIP is updated to show full funding for Design and Right of Way phases. Staff are working with ODOT to update the STIP.

- A revised Bridge Investment Program (BIP) grant application was submitted to FHWA on October 18. This revised application reflected the revised project cost estimates and a revised BIP grant request, and included a revised Benefit Cost Analysis. Because HRWSBA's 2024 application was rated as "Highly recommended" in the FY23/24 funding cycle, but was not awarded, the 2025 application will be reconsidered in the FY2024/25 funding cycle with the revised information.
- Staff continues to communicate with Build America Bureau's TIFIA program staff regarding HRWSBA's pending Letter of Interest to finance \$105M through the TIFIA program in late 2025.
- Work continues on an Investment Grade Traffic and Revenue Study required to support TIFIA borrowing. This study is scheduled for completion in Q2 of 2025, prior to formal application for TIFIA financing.
- **Hood River County Loan**
  - Bond counsel for Hood River County and HRWSBA continue to negotiate on the terms and conditions of a \$10M revolving line of credit from Hood River County to aid in cash flow management and financial liquidity.

#### **PENDING GRANT FUNDING UPDATES**

- Bridge Investment Program (BIP)
  - NOFO released on 09/27/23
    - Application has been resubmitted.
  - Total Funding Available \$9.620B
  - Award Max: \$3B
  - Award Min: \$50M
    - The project was not successful in obtaining a BIP grant in 2024. But, because the project was considered to be Highly Recommended we are automatically eligible for next year's cycle.

#### **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).**
    - Project Staff, Commissioners, FHWA and ODOT continue to work with YN on the mitigation for impacts to the tribal treat fishing rights.
  - **Nez Perce**
    - Project Staff, Commissioners, FHWA and ODOT continue to work with Nez Perce on the mitigation for impacts to the tribal treat fishing rights.
    - Nez Perce has provided a draft proposal to FHWA for review. Project staff have requested a copy of the proposal from FHWA.
  - **Confederated Tribes of the Umatilla Indian Reservation (CTUIR).**

- The Project Team continues to meet on a regular basis with CTUIR, FHWA and ODOT. The next meeting is scheduled for 11/19/2024
  - A proposal is in the final stages and agreement has been reached with CTUIR and FHWA to bring the documents to the Authority for approval. CTUIR will be taking the documents to their leadership for approval over the next couple of months. A final agreement is anticipated in early 2025
- **Warm Springs.**
  - The Project Team, FHWA and ODOT continue to meet with Warm Springs on and continue discussions on the Treaty MOA.

## **SURVEY**

- Upcoming/On-going Work:
  - Development of Right of Way Maps
  - Further dissection of Port of Hood River bridge deed from 1950.
  - Map US Army Corps of Engineers (USACE) flowage easements
  - Review OR Title Reports as received
- Accomplishments:
  - Prepared legal descriptions for OR Port of Hood River (POHR) acquisition (net of former OR-WA Bridge Co lands)
  - Convened meeting with PDB Contractor staff and USFS to discuss ROW needs
  - Final QC of mapping and upload to SharePoint
  - Completed right of way and property line calculations in WA
  - Completed right of way and property line calculations in OR
  - Integration of prior/current topographic data
  - Completed right of way calculations in WA
  - Coordination with PDB Surveyor
  - Review abutting property vesting deeds in Washington – remaining deeds received from title company

## **RIGHT OF WAY**

### **Work & Task Progress: December 4, 2024**

#### **General Update / Priority Tasks**

- Design plan review and commenting on potential ROW issues complete
- Initial outreach to City of WS to obtain “good faith” commitment to working with the Authority to donate the R/W for project, established ongoing communication
- Requested from the Port any additional agreements with DMS, or other entities that discuss access or other property rights within the project area
- DM Stevenson Ranch
  - Lease from POHR on parcel boundary E side of Bridge Road is non-exclusive, non-restrictive, & solely for DMS Ranch Marketplace Bldg setback requirements
    - Requested ROE, executed lease & additional info - 3x outreach, no response since initial October call
  - Outstanding ROE for Kiewit surveyors

### **Port Update (FHWA)**

- ODOT selected to perform POHR acquisition
  - ROW acquisition process on hold pending FHWA approval
  - 6(f) conversion/R/W acquisition areas approved by FHWA & OPRD/NPS, shared with ODOT
  - Appraisers are prepared to continue working with ODOT, HRWSBA, OPRD/NPS, FHWA, & POHR on 6(f) mitigation process

### **RAMP Progress (FHWA)**

- ROW team proceeding with Authority's RAMP coordination with FHWA
  - Revisions based on FHWA guidance nearing completion
  - **RAMP Info & Appendix tasks**
    - ROW Project Cost Estimate data gathering
      - R/W needs were not included in Kiewit 15% design
        - ROW team developing unofficial map of appx. anticipated R/W based on 15% design plans
        - Outreach to agencies in progress to discuss good faith commitment to R/W donation
    - Requesting Authority's official process/policy and criteria for:
      - Setting Just Compensation, authorizing condemnation, approving Settlements
    - Working on drafting conveyance document outlines to minimize legal costs

### **BIA TFAS Update**

- Received documents from BIA with requirements for ROW acquisition
  - BIA provided signed letter of intent (to acquire ROW) in lieu of ROE 9/30/2024
- FHWA has requested involvement in BIA/TFA acquisition process
  - Suggested advising tribes of R/W needs sooner than later

### **BNSF**

- PEA established for proposed Aerial easement review process
  - ROW team has not been updated on status, will provide support as directed
  - ROW team advised by BNSF property mgmt. team (JL&L) of R/W process requirements
    - Have list of required materials and all manuals describing:
      - Engineering coordination
      - Property valuation, negotiation, and conveyance process

### **PERMITTING**

- Environmental staff have supported efforts associated with outstanding NEPA, Section 106 close out, and tribal MOA issues.
- Environmental staff have coordinated with Kiewit staff regarding non-NEPA regulatory permitting processes, deliverables, and schedule.

- Environmental staff completed review of Kiewit’s Phase 1A deliverables including the draft wetland/waters delineation report, environmental compliance plan, and critical areas report.
- Environmental staff have addressed environmental and regulatory requirements and process questions from Kiewit and the Authority.
- Environmental staff have participated in several meetings with HNTB, Authority, FHWA, ODOT, Kiewit and regulatory agency staff.

**AESTHETICS & URBAN DESIGN**

- Review of the Critical Areas Report, Environmental Compliance Report, and Wetlands & Aquatic Resources Report
- Review of 15% roll plots associated with landscape design.
- Assistance with scope and fee of Phase 2b
- Ongoing coordination with the PDB team on developing the Aesthetics Design Package
- Ongoing meetings and review of documentation relating to urban design, aesthetic treatments, and landscape

**FINAL EIS/RECORD OF DECISION**

- NEPA Re-Evaluation. The NEPA Re-evaluation was submitted to FHWA for Division and Legal Review on 10/18. The team received comments on 11/16, revised the document and submitted back to ODOT on 11/27. ODOT confirming there are no remaining loose ends and then will send back to FHWA.
- Biological Opinion. No updates at this time. (we expect to have updates after Tuesday 12/10 NEPA coordination meeting)
- The Section 106 MOA has been reviewed by the Consulting Parties. The Team has revised the MOA. ODOT’s Legal has completed their final review and submitted to FHWA Legal for their final review. Comments from both ODOT and FHWA legal teams are expected in the coming week.
- Combined Final EIS/ROD. The team met with FHWA and ODOT on 11/25 to discuss the steps required to provide evidence of fiscal constraint. It was determined that the HRWSBA has the necessary information and will provide the necessary details in an updated funding plan to FHWA. It was also determined that the Combined Final EIS/ROD may proceed through internal reviews in preparation for FHWA review in early January.

**KEY MEETINGS 11/25/2024 - 12/09/2024**

11/25/2024	HRWSBA Regular Board Meeting
11/26/2024	HRWSBR: RBMC Phase 1B Scope/Fee Updates - Structures
11/26/2024	HRWSBR: RBMC Phase 1B Scope/Fee Updates - Geotech
11/26/2024	Hood River Bridge NEPA and Fishing MOAs 2024
11/26/2024	HRWSBA - NEPA/Cultural Resource Phase 1B
11/26/2024	HRWSBA - Akana - Phase 1B
11/27/2024	HRWSBR: RBMC Phase 1B Scope/Fee Updates - Survey
11/27/2024	HRWSBR: RBMC Phase 1B Scope/Fee Updates - ROW

11/27/2024	HRWSBR: RBMC Phase 1B Scope/Fee Updates - Utilities
12/02/2024	GR Check-In
12/02/2024	HRWSBR - Bi-Weekly Progress Meeting
12/02/2024	HRWSBR Structure/geotech task force pre-discussion
12/03/2024	HRWSBR Comment Resolution Meeting
12/03/2024	HRWSBA Finance Team
12/03/2024	Hood River Bridge – INFRA Grant Team – Weekly Meeting
12/03/2024	HRWSBA - Comms Phase 1B
12/03/2024	HRWSBA – Communications Committee Meeting
12/04/2024	Phase 1B Contract Amendment Progress Check-in
12/04/2024	HRWSBA - Governance, Administration and Operations Committee Meeting
12/04/2024	HRWSBA – Engineering and Construction Committee Meeting
12/05/2024	HRWSBR Project: GEC Team Bi-weekly Engineering Check-In
12/05/2024	Hood River Strategy Meeting
12/05/2024	HRWSBR - Williams Kickoff Meeting
12/05/2024	HRWSBA – Funding and Finance Committee Meeting
12/06/2024	Hood River RAISE Project – Weekly Check-in
12/09/2024	HRWSBA Regular Board Meeting

#### **RAISE GRANT UPDATES (November 2024)**

- Upcoming Activities:
  - Prepare and organize a kickoff meeting on Dec 18<sup>th</sup> with the Action Plan Committee that includes staff from these agencies: Bridge Authority/Cities of White Salmon, Bingen, and Hood River/ODOT/WSDOT/RTC/CAT/MCEDD/Hood River School District/Klickitat County/Mount Adams Transportation Services/FHWA
  - Review and analyze equity/safety/connectivity data.
- Future Activities:
  - Once the collected data is analyzed, a draft memo regarding safety/equity/connectivity existing conditions will be prepared.
- Accomplishments:
  - The project team members have conducted a site visit in October.
  - The team has compiled data (transportation studies/GIS files/crash data/other data) gathered from local agencies.
  - The project team met with the City of White Salmon, ODOT, WSDOT, Columbia Area Transit, MCEDD, and Hood River School District staff and provided an overview of the RAISE Action Plan and gathered available data/transportation studies from the agencies.

*Note: A list of project abbreviations and acronyms can be found here:*  
<https://hrwsba.gov/meetings/#Docs>

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# Memo

Prepared by: Debbie Smith-Wagar, Finance Director  
Date: December 17, 2024  
Re: Toll Billing Failure



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The attached memo from P Square, the Port's back office system provider for the toll bridge, outlines the situation that led to the surge of transactions posting to customer accounts December 3<sup>rd</sup> and 4<sup>th</sup>.

The Port was made aware of the issue in an email on December 3<sup>rd</sup>. As the manager of bridge operations, I did not realize the magnitude of the situation. P Square said they were sending the missing transactions to customer accounts, which occurred on December 4<sup>th</sup>. By December 5<sup>th</sup> we were flooded with calls from people concerned that so many transactions were hitting their accounts at once, causing larger than usual credit card transactions for most customers, and causing some accounts that don't have automatic credit card replenishment to go negative. It should be noted that the transactions were legitimate and correct; it was the timing that caused the problem.

In reviewing what happened, P Square has agreed that the transactions should not have been sent all at once. We should have notified customers in advance, and then released the transactions in a more controlled manner. As P Square has noted, all transaction fees normally associated with negative balances and/or license plate recognition are being waived.

Although P Square notified me in advance of what was happening, going forward I have asked them not to do anything that affects customer accounts until I have had a chance to review the situation and affirmatively agree to the change.

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# Project Memo

## BreezeBy Project Incident Report

**To:** Kevin Greenwood, Executive Director  
Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031

**From:** Shane Savgur  
Vice President, Systems Integration and Project Delivery  
P Square Solutions LLC

**Date:** December 11, 2024

**Subject:** **Delayed Transaction Posting - November 2024 BreezeBy Transactions**

Dear Kevin,

The Port BreezeBy System experienced an issue that resulted in some November 2024 toll transactions being posted late in first week of December 2024, causing an impact on the BreezeBy Customers. This letter provides an executive summary about the issue and details how P-Square Solutions (PSS) conducted its investigation, posted the November transactions, and how that impacted the BreezeBy Customers. The letter also describes the measures we are taking to mitigate the impact on customers and the Port Operations and the steps implemented in its daily maintenance procedures to prevent this from happening again.

**EXECUTIVE SUMMARY** - After the communications circuit from the Port's Tollbooth was switched to a new circuitry from Spectrum, starting October 23, some transactions from three of the four lanes at the Toll Bridge did not post to BreezeBy accounts. During a routine monthly review of the reconciliation data between the BreezeBy Host and the lane system in mid-November, the PSS Team detected a discrepancy. It started investigating the issue and figuring out how to identify and post the missing transactions.

While the root cause of the issue was still under investigation, the PSS Team developed a new recovery script to identify transactions in the lane controller and post missing transactions to the BreezeBy Host. On December 3<sup>rd</sup> and 4<sup>th</sup>, the PSS team executed the recovery script and posted all the missing November transactions to the BreezeBy Accounts. On December 3<sup>rd</sup> and 4<sup>th</sup>, when the recovery script was run, all November transactions were posted to BreezeBy accounts. Late posting of transactions created unique situations for individual accounts based on how the account was set up, resulting in customers attempting to call the Port Customer Service Center to report their unexpected observations. Customers noticed a surge in November transactions posted on December 3<sup>rd</sup> and 4<sup>th</sup> and unexpected credit card replenishments.

On December 6, the PSS Team identified the root cause of the issue. On October 23, when the Tollbooth communications circuit was switched, the lane controller computer clock started drifting from actual time because it lost its time source due to a configuration that was inadvertently not corrected during the switch. The lane controller clocks had drifted up to 50 seconds into the future (the maximum drift was in Lane 1). This issue was identified on December 6. By early AM on December 7, the PSS Team fixed the time server configuration and resolved the problem in all the lanes, after which all the lane controllers were back in sync with the correct time. Since then, the toll operations have returned to normal. All transactions are posted to the BreezeBy accounts on time.

PSS assures the Port that all transactions from November posted to customer accounts on December 3<sup>rd</sup> and 4<sup>th</sup> are accurate transactions with the correct toll amount.

More details on the investigation process, transaction recovery process, root cause, Fix implemented, mitigation to customers (because of the late posting), and prevention measures to ensure that this issue never occurs again have been described below. The PSS Team will continue to work with the Port staff to implement additional mitigating measures to reduce the impact on operations.

**INVESTIGATION** - The missing November Toll issues were not detected until mid-November when the PSS Team regularly reviewed the transaction reconciliation between the BreezeBy Host System and the Toll Booth Lane Controllers. The PSS Team started two activities as part of its investigation since such an issue had never occurred before:

- Identify the root cause of the problem, focusing on two potential causes:
  - Why is Lane software not posting transactions to the BreezeBy Host reviewing the transmission protocol between the Lane Controller and the BreezeBy Host
  - The new communications circuit installed had stability issues. Did the instability of the circuit cause the transaction loss?
- How do you recover the missing transactions? The PSS Team also started developing and testing a robust "Recovery Script" to recover the missing transactions from the lane system.

**TRANSACTION RECOVERY** - Recovering missing transactions was prioritized while root cause analysis continued.

- The PSS Team completed developing a new script, validated it, and was ready to execute the script on December 2.
- The PSS Team contacted the Port and informed them about the recovery script, requesting permission to execute it.
- On December 3rd and 4th, the PSS Team ran the Recovery Script to pull the missing November transactions from the lane (which buffers all transactions).

**IMPACT OF LATE TRANSACTION RECOVERY** - The Transaction Recovery for all November transactions on December 3rd and 4th impacted BreezeBy Customers in the following manner.

- There was an abnormal surge in transaction postings to BreezeBy accounts.
- When an entire month of November transactions was posted to customer accounts in just two days, it created unique situations for individual accounts, resulting in several customers contacting the Port's Customer Service Center.
  - BreezeBy Customers who opt for auto-rebills experienced multiple charges to their credit cards for the November tolls, which they had not anticipated.
  - Other customers who did not opt-in for auto-rebill may have seen their BreezeBy accounts go negative when they tried to use the tollbooth to cross with their BreezeBy Transponder. Accounts that have a negative balance are deactivated in the lanes.
  - Most customers who contacted the Port were surprised about the surge in toll postings and the unexpected billing.

The BreezeBy customers can get their accounts back to good standing by making Credit Card payments via the BreezeBy mobile app, BreezeBy Customer Portal, or by making payment (Cash, Check, or Credit Card) at the Port's walk-in center. As of Monday, December 9, about 240 BreezeBy accounts were in negative balance out of the 10,000+ accounts to which November toll transactions were posted.

**ROOT CAUSE** - The PSS' multi-function investigation team (network engineers, SMEs, developers, and lane controller software developers) identified the root cause. The computer clock on the lane controllers in the tollbooths had drifted. The computer clock time drift in Lane 1 was 50 seconds, Lane 2 was 26 seconds, and Lane 3 was 20 seconds when the issue was discovered on December 6. Lane 4's computer

clock never drifted, so it did not experience any problems. Once the problem was identified, the PSS Team quickly fixed the issue. The Fix to the problem is described below.

**FIX** - The lane controllers are computers that connect to various sensors, BreezeBy Tag Readers, Front Rear Cameras, and other sensors; one for each lane is installed in the toll booths. The lane controllers are responsible for detecting vehicles and framing toll transactions with the correct fare and classification. During the communications circuit switch on October 23, the lane controller time source was inadvertently not updated. As a result, it lost the time source for the NTP Server (NTP is a Network Time Protocol that allows servers on a network to sync with a time source). The drift resulted in the transaction times being off by a few seconds into the future. The lane controllers pushed transactions to the BreezeBy Host System (in the AWS Cloud) for posting. The BreezeBy Host process that posts transactions to accounts detected a date and time a few seconds into the future and identified it as an anomaly. Hence, it did not post the transactions, causing an apparent transaction loss. The process did not record any logs (which is a software deficiency) that could have helped detect the solution sooner. Once the PSS team identified the root cause, by 12/7/24 at 1:00 AM PST, the lane time source configuration was fixed, and the lane controller time was returned to normal. Since then, all transactions from the lane controllers have been promptly posted to the BreezeBy Host system. The PSS Team has been monitoring this and confirmed that the operations are normal.

**MITIGATION OF IMPACT TO CUSTOMERS** - The PSS Team continues actively researching any impact on BreezeBy customers and port operations. It provides recommendations to the Port on methods to mitigate any adverse effects.

The initial proposal to mitigate impacts on customers includes the following:

1. Temporarily suspending the first invoice process runs every Wednesday until we establish a plan, get approval from the Port on the path ahead, and determine when to restart the invoice processing.
2. Configuring the new invoices to include
  1. Waiving the \$3.00/trip admin fees for November transaction invoices. This will ensure that if BreezeBy customers receive invoices, they will not be assessed the standard \$3/trip admin fee.
  2. Before the Invoice process is generated, transactions with a BreezeBy Tag or Plate belonging to a BreezeBy account in good standing are posted to the account. This will reduce invoices sent to BreezeBy Customers.

**PREVENTION** - To prevent this issue, the PSS Team has planned to implement several additional tools, such as system checks, more frequent manual checks, enhanced reports, and visually intuitive dashboards. These measures will help to ensure early detection and resolution of such issues. The PSS Operations Team will be retrained to ensure they use these enhanced reporting and monitoring procedures to their fullest advantage.

1. Fix the software bug in the BreezeBy Host process when transactions with future dates are received from the lane controller and set up alerts.
2. Implement the time sync monitoring and alert the PSS maintenance team when time sync issues are identified.
3. Update the Daily Monitoring Report documentation with the updated reports and dashboards. Retrain the current O&M staff.

4. Implement the automated daily reconciliation reporting to the PSS maintenance team for early detection of any discrepancies. Develop visual Dashboards for easier visualization of such information to ensure transaction trends are expected, and there are no unusual transaction count drops compared with the previous week.
5. Update the current training program for the PSS Operations Team to train them on the new reports and what patterns they need to look for.
6. The PSS Team will have a Lessons Learnt presentation for its Internal PSS Team to discuss the current situation and additional situations related to understanding the impact of BreezeBy customers and Port Operations.
7. Any changes implemented, especially changes that occurred (Transaction Recovery), should be discussed with the Port, and a deployment strategy should be implemented to minimize impact on Customers and operations. In this situation, an email sent to all customers before the transaction posting could have reduced the customer impact.

**CONTACT INFORMATION** - If you have any further questions, please don't hesitate to contact me for additional details.

With Best Regards,  
Shane Savgur,  
VP, Systems Integration  
P Square Solutions LLC

307 Fellowship Road, Suite 104  
Mount Laurel, NJ 08054  
Email: [Shane.Savgur@p-squaresolutions.com](mailto:Shane.Savgur@p-squaresolutions.com)  
Phone: (619) 599-6849

# Commission Memo

Prepared by: Patty Rosas, Executive Assistant  
Date: December 17, 2024  
Re: Review Port's Communication Plan



## BACKGROUND

Over the last six months, the Port has made an effort to post at least 1-2 times per week on social media to foster a more positive atmosphere. This strategy aims to improve engagement and keep the community informed, while also ensuring that the Port's presence on social media remains consistent and approachable. Although not all posts receive negative feedback, staff believes it is best to limit the overall volume of messaging to avoid exacerbating negativity. Despite the lack of formal complaints, there has been an increase in negative comments on social media, often expressing mistrust or dissatisfaction. This discrepancy between online negativity and direct engagement raises concerns about whether these comments reflect broader community concerns or a vocal minority.

## ISSUE

In light of these concerns, the following key areas require input and discussion (See Attachment A for Port Policies on social media):

1. **Social Media Comments**
  - Should the Port disable comments entirely to minimize negativity, or revise its current policy of limited responses to include a more proactive engagement strategy?
2. **Posting Frequency**
  - Should the frequency of social media posts be reduced to prioritize high-priority messaging, such as updates on bridge delays and essential project information?
3. **Communication Priorities**
  - Are there specific messaging goals or topics that should be prioritized to ensure alignment with the Port's broader objectives?

**RECOMMENDATION:** Staff recommends limiting social media posts to focus on high-priority messaging, such as updates on bridge delays, while occasionally posting lighthearted content once a month to foster community connection and positive sentiment. While limiting the number of posts, staff advises keeping the comment function enabled, as disabling comments could be perceived as avoiding public scrutiny or a lack of transparency. However, consistent with the Port's current policy, the Port would not engage directly with comments. Instead, responses would be limited to addressing misinformation or urgent inquiries, with the public directed to formal communication channels like email or phone for further discussion.

## ATTACHMENTS:

Social Media – Staff Guidelines  
Social Media Policy  
Social Media Response Flowchart

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## SOCIAL MEDIA – STAFF GUIDELINES

It is imperative for the Port to maintain effective communication channels with the public. Traditionally, this involved disseminating information through press releases, flyers, and bulletins. While these methods are still relevant, we recognize the evolving expectations of the public. Thus, alongside our conventional means, we've embraced digital platforms. We maintain a robust website and actively engage with the community through various social media channels. We understand that utilizing social media comes with its own set of challenges, particularly in terms of record keeping and legal compliance. Therefore, these guidelines are designed to ensure that the Port adheres to the Oregon Public Records Law when utilizing social media platforms.

1. **Public Record:** Posts made on an official Port account are considered public records. Staff using a private account to distribute information on behalf of the Port to the public is prohibited, unless sharing a post that has already been made on an official Port account.
2. **Retention Period:** The retention period for social media varies depending on the post. Refer to the Records Retention Schedule for appropriate retention periods.
3. **Comments from Members of the Public on the Port's Page:** Comments and posts put on the Port's account by members of the public or other outside entities are not automatically considered to be records, unless those comments trigger some action by the Port.
  - a. Example of a comment that **IS** public record: A resident comments on the Port's page that a pothole needs fixing and the Port then corresponds with the resident or takes action to fix the pothole, then that comment is a public record.
  - b. Example of a comment that is **NOT** public record: A resident expressed their dislike for paying the toll. No action is required by the Port as the resident was merely stating their opinion; therefore, this comment is not a public record.

In general, Individuals should be encouraged to directly contact or email the Port for any related inquiries or concerns.

4. **Moderating Social Media Pages:** Port social media platforms are intended to be a space for constructive and respectful dialogue. To maintain this environment, the Port may moderate content that violates any applicable laws or the Port of Hood River social media Policy (see pg. 7). This moderation is not censorship. The Port's goal is to ensure a positive and safe experience for all users, and it welcomes diverse opinions and perspectives. To be clear about these criteria, the social media Policy must be publicly posted on all accounts. The Port is not required, for records management purposes, to maintain inappropriate comments or inflammatory language posted by members of the public. Therefore, the Port reserves the right to remove, hide, or disable comments or postings on the website or any social media page that violate these guidelines.
5. **Capturing Record Content from Social Media Accounts:** It is important to capture critical record information and maintain it appropriately. Most social media outlets do not automatically allow account holders to download their activity logs, so it is important to consider ahead of time how posts will be preserved. Methods for preservation may include manual record-keeping, digital archiving tools, or other appropriate means to ensure the integrity and accessibility of the content. This also applies to private messages received over social media accounts.



The Port of Hood River works to promote and maintain a healthy economy and strong quality of life in the Port District and throughout the Columbia Gorge. The website [portofhoodriver.com](http://portofhoodriver.com) and all Port social media sites or pages (Facebook, Twitter, LinkedIn, Google+, Instagram, YouTube, Vimeo, and the like) are intended to serve as a mechanism for communication between the public and the Port.

Postings on the [portofhoodriver.com](http://portofhoodriver.com) website and social media feeds may be Public Records under Oregon law. To the extent such content is a public record, the Port of Hood River will be subject to disclosure requirements under the Oregon Public Records Law.

The Port does not endorse nor sponsor any advertising posted by the Social Media host on the Port's site or pages. Social Media sites are private sites and the privacy terms of those sites apply. The Port does not guarantee reliability and accuracy of any third-party links, and the Port reserves the right to remove any conversation which is prohibited by the Port of Hood River Social Media Terms of Use, Prohibited Content and Disclaimer described here.

Comments sections on the [portofhoodriver.com](http://portofhoodriver.com) website and social media pages operated by the Port of Hood River are limited forums where the public may comment on articles and content posted by the Port of Hood River. The Comments posted to the [portofhoodriver.com](http://portofhoodriver.com) website and all social media pages or sites will be monitored. The Port of Hood River reserves the right to remove, hide, or disable inappropriate comments including those that have obscene language or sexual content; threaten or defame any person or organization; violate the legal ownership interest of another party; support or oppose political candidates or ballot propositions; promote illegal activity; promote commercial services or products or are not topically related to the particular posting. This moderation is not censorship. The Port's goal is to ensure a positive and safe experience for all users, and it welcomes diverse opinions and perspectives. Citizens have the right to develop their own social media pages to publicize personal points of view.

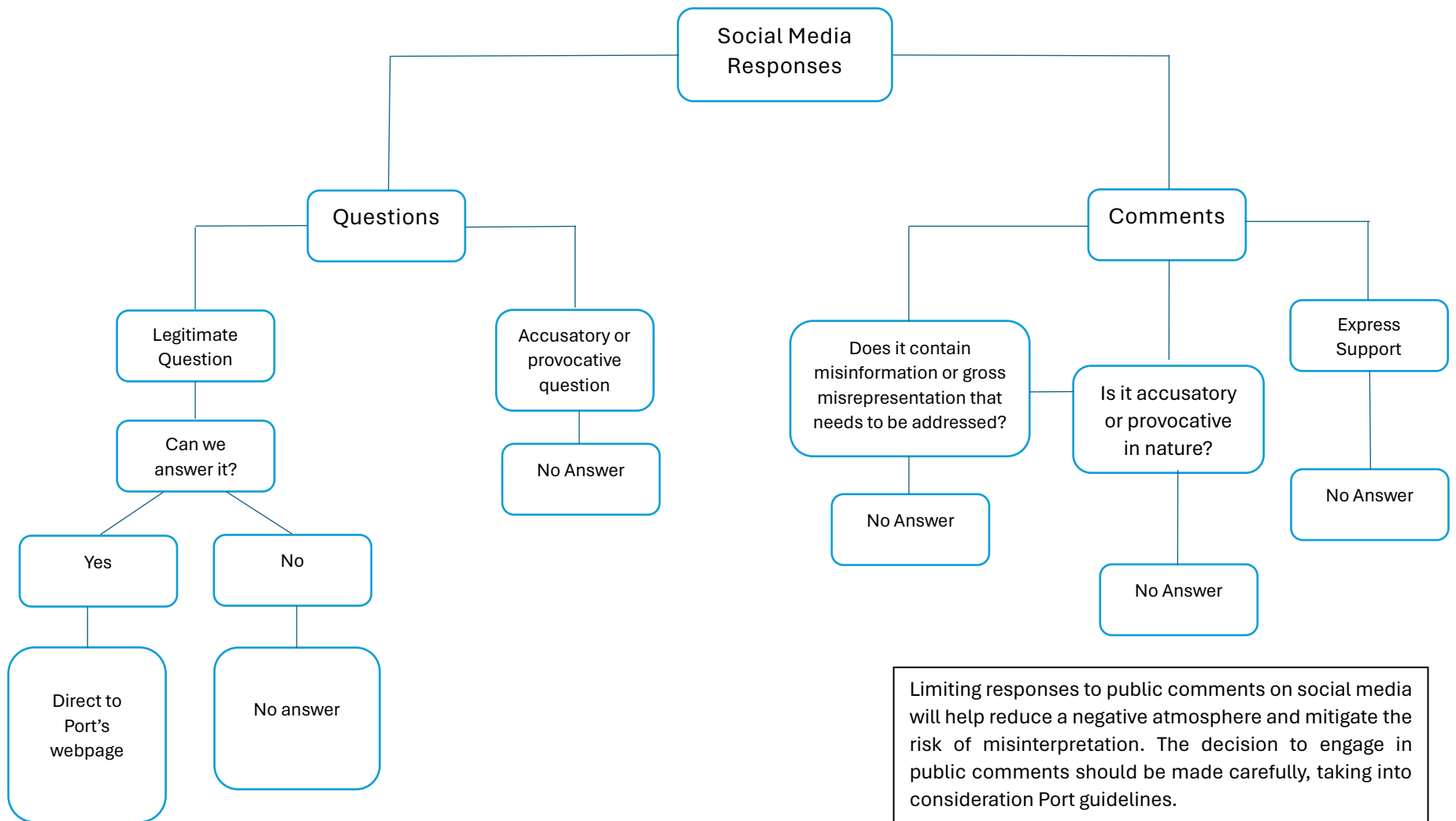
The Port may remove, hide, or disable the following prohibited content from its website and social media pages or feeds when possible:

1. Comments not topically related to the particular article being commented upon;
2. Comments in support of or opposition to political campaigns or ballot measures;
3. Profane language or content;
4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income or other protected status under applicable law;
5. Inappropriate sexual content or links to inappropriate sexual content;
6. Solicitations of commerce;
7. Conduct or encouragement of illegal activity;
8. Private and confidential information;
9. Information that may tend to compromise the safety or security of the public or public systems; or
10. Content that violates a legal ownership interest of any other party.



# PORT OF HOOD RIVER

## SOCIAL MEDIA RESPONSE FLOWCHART



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# Memo

Prepared by: Debbie Smith-Wagar, Finance Director  
Date: December 17, 2024  
Re: Electronic Tolling

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In May 2023 the Port began all electronic tolling from 10:00 p.m. until 6:00 a.m. every day. Over the last year and a half we have had significant turnover at the toll booth, and had to close the booth for additional hours this last Saturday as we were short-staffed.

Hiring new staff takes a significant amount of time and effort. We have to advertise, interview, go through the hiring process that includes a background check, getting the new employee set up in the payroll system, and training them. All too often the person doesn't work out for various reasons, and we start all over again. Last Saturday we were already short three people when another employee had a death in the family and couldn't work.

Instead of continuing to hire and train part-time employees, staff recommends closing the toll booth for some portion of Saturday and/or Sunday. The weekends are the hardest times to find coverage, and we are analyzing data to determine the times that have the least amount of cash and credit card traffic. The analysis so far indicates that 11:00 a.m. to 7:00 p.m. has the most amount of traffic on Saturdays. We have not had a chance to analyze Sundays to see if we can find a similar pattern.

**Recommendation:** Discussion only at this time. We will bring a recommendation for actual hours to close the toll booth starting in January.

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Executive Director's Report  
December 17, 2024

**ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR**

- Waterfront Parking Lot Development.
  - The City issued their positive Notice of Decision to the Port on Dec. 5<sup>th</sup> a month earlier than originally scheduled. Stormwater Report is 80% complete, 1200 C Permit application is 70% complete, Civil Design is 95% complete, and bid documents are 30% complete.
  - Staff is obtaining a quote for a traffic study. Without it, the city will require annual traffic reporting to be conducted and reported. An impact assessment completed now would remove the annual reporting.
  - Pre-liminary cost estimates (PCE) were just released. 72 spaces at Portway are estimated to cost \$774k with 20% contingency. 59 spaces at Anchor Way are estimated to cost \$374k with same contingency.
  - Assuming the average parking space generates net income of \$850 annually, it will take about ten years for the Port to make its investment back.
  - The Port has spent about \$47k on the project through October invoicing.
- Bridge Replacement ROW. Right-of-Way is on hold until INFRA grant agreement is finalized. HRWSBA will be contracting with ODOT to conduct the ROW negotiations with the Port based upon guidance from Federal Highways.
- pFriem Capital Investment Requests. Staff has met with pFriem to discuss Capital projects for the coming year. Last year, the Commission approved concrete pad installation and half the cost of installing specialty roll-up doors. This year, we've reviewed the requests (see Attachment A) and man doors are due to be replaced. Building is approximately 15 years old. The Port is responsible for keeping the structure of the building (e.g. roof, HVAC, walls, systems) intact. pFriem is required to get Port Facilities Manager sign off on door scope, vendor usage, etc. The cost is estimated at \$60k and will be discussed at Spring Planning and likely included in next year's budget. Rudy Kellner, Co-Founder and CEO, would like to give a Year-In-Review presentation to the Commission in January.
- Rapid Readymix Co. Port received notice from the US Bankruptcy Court that the "Debtor" is in process of liquidating assets. Hilco Real Estate is being hired to serve as Sale Agent. It's unlikely that the Port will receive proceeds for back rent from our land lease at Lower Mill. The lot has been cleared of any debris or equipment for a few months.
- Tyler Financial Software Training. Received Finance Department training on the financial software. This is a powerful tool that will help us better manage projects and operations.
- Bridge Authority. Have been asked to draft a permanent Executive Director job description for the Hood River White Salmon Bridge Authority (HRWSBA)
- Admin/Ops Relocation Study. Report from Kelley Wilson, SUM Design Studio, attached (see Attachment B). Programming evaluation has been mostly completed. Focus has shifted to criteria and scoring development. Commission presentation scheduled for January.
- Property Management. Report attached (see Attachment C).
- Big 7 Vacancies. Tom Bacci reports that Big 7 should have an offer for the ground floor space submitted before the end of the year, with occupancy to start February 1, 2025. Another offer for 4,900 sf on the third floor is expected as well with occupancy to start March 1, 2025.
- Airport Emergency Operations Center. Next round of FEMA Hazard Mitigation Grant Program (HMGP) funding has been announced. The Advanced Assistant Grant could fund the design portion of the EOC.

*The County National Hazard Mitigation Plan (NHMP) has language supporting the application. Looking at grant writing services to assist.*

- *Bridge Accident Claim. The Port's bridge insurer will be submitting a demand to Progressive early in the new year. Progressive is expecting this and it's clear that the truck company has \$1M coverage. There is still a question as to whether there is additional coverage.*
- *Annual Bridge Insurance Coverage. Scott Reynier has applied for and received a 30-day extension on the current Chubb bridge coverage through the end of January. The Port will be receiving next year's policy from Chubb, but Reynier has noted that he is also looking at other options. It's likely to be very much more expensive in part due to the accident in Maryland earlier this year.*
- *Airport Management. Reports attached (see Attachment D)*
- *Parking Management. Report attached (see Attachment E)*
- *Waterfront Infrastructure Progress Report attached (see Attachment F)*

#### **ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT**

- *The newsletter is nearly complete and scheduled for digital distribution on December 18.*
- ***Safety Committee:** Our Safety Meetings resumed on November 26. During the meeting, the committee reviewed roles and responsibilities, reviewed incident reports and corrective actions, and identified policies requiring updates.*
- *I met with Mike Jacobs, our SDAO Risk Management Representative, to receive guidance on effectively conducting Safety Meetings and ensuring compliance with our Safety & Health Policies. A follow-up meeting will be scheduled for Mr. Jacobs to meet with our Safety Committee, review our procedures and policies, and provide constructive feedback.*
- ***Social Media Posts for December by Gretchen Goss:***
  - *12/6/24 – Reel of Centennial Celebration*
  - *12/9/24 – New Hangar Doors*
  - *12/18/24 – Newsletter*
  - *12/14/24 – Available Properties for Lease*
  - *TBD – First Snow (Picture of Marina & Airport when we get first snowfall)*
  - *12/22/24 – First Day of Winter (preparing for winter and list of projects done)*
  - *12/23/24 – Christmas Tolls (Free Bridge Tolls)*

#### **FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR**

- *Audit:*
  - *We are finishing the final aspects of the report. It should be finalized soon.*
- *Replacement Bridge:*
  - *The Bridge Authority is continuing to make sure both Oregon and Washington are aware of the need for full funding during the next legislative session. The traffic and revenue study is moving forward to keep the funding plan on track. The Bridge Authority has asked the Federal Highway Administration to break the INFRA grant into two parts, with \$75M being released now to finish design and the other \$125M being made available when the project is ready to start construction.*
- *Information Technology*
  - *Microsoft will no longer support the operating system Windows 10 beginning October 2025. Radcomp, our IT contractor, identified all of the existing computers that could be upgraded to Windows 11 and completed that upgrade over the Thanksgiving holiday, with a few computers getting upgraded the following week. The Port will need to replace a few computers in the next*

*year that cannot be upgraded to Windows 11. The upgrade is necessary since unsupported operating systems are vulnerable to cyber threats.*

**WATERFRONT/MARINA – DARYL STAFFORD, WATERFRONT MANAGER**

- *Marina billing*
- *Slip turnover with getting new tenants in and old ones checked out*
- *2025 Event permit review*
- *2025 Concession permit review.*

**GROUNDS AND FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER**

- *Prep and paint Big 7 suite 302 A and common area for tenant move in.*
- *Prep and paint Wasco for tenant move in.*
- *Up-graded Big 7 entry lighting to LED.*
- *Light replacements all buildings.*
- *Acquiring quotes for Big 7 mold area.*
- *Installed plows and sanding unit in vehicles for winter.*
- *Met with tenant’s architect for plumbing requirements at Big 7.*
- *T-Hangar roof leak repairs.*
- *Assisted contractor with marina dock repairs.*
- *Working on 12-year CIP list for bridge repairs.*
- *Working on control room log in repair for Panatrol.*
- *Bridge maintenance lift.*

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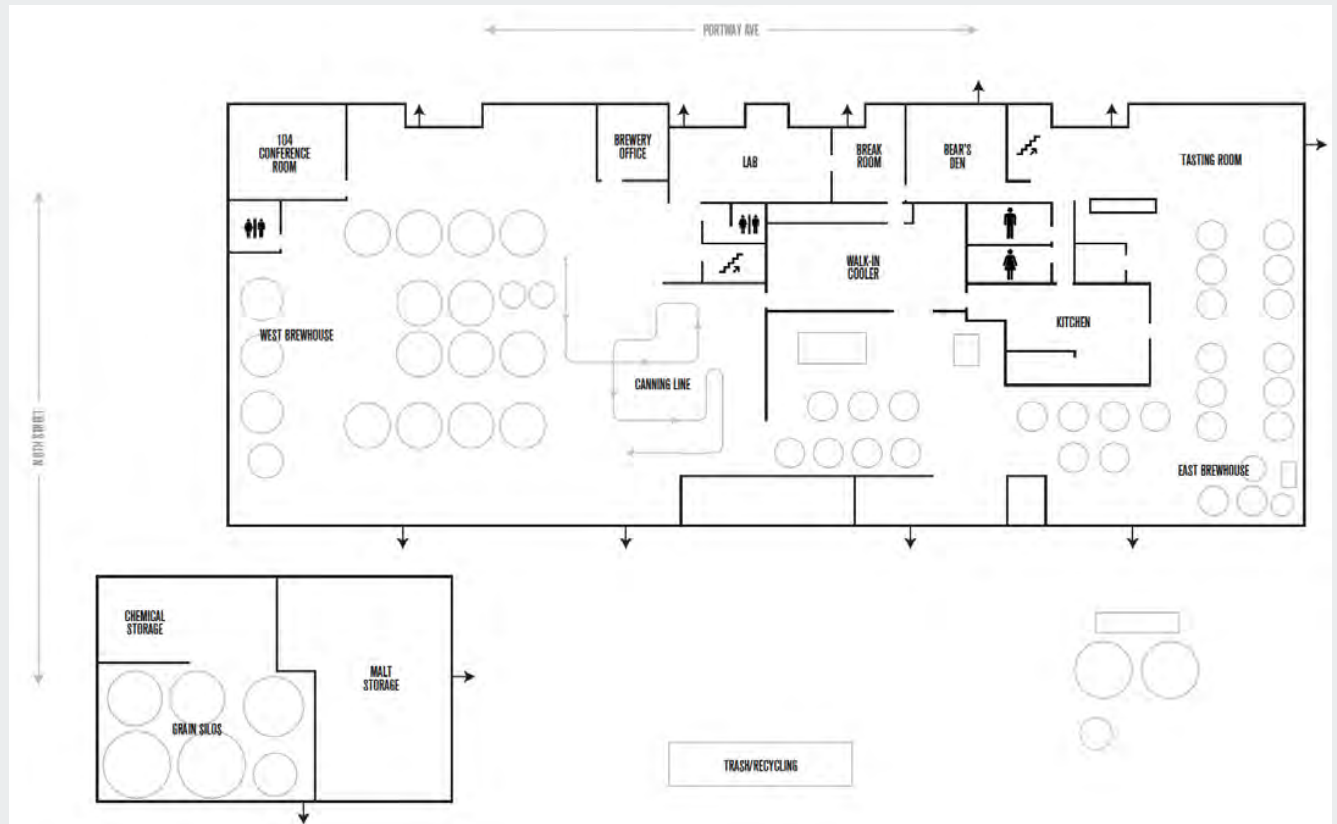


# Halyard Building CIP Requests

November 11, 2024



# Overview



- **Halyard**

- pFriem leases all of Halyard building, with additional ground lease for equipment areas South of building
- pFriem manages much of basic building maintenance and upkeep
- Minimal Port maintenance attention, and minimal preventative maintenance investments in recent years
- Building starting to suffer from wear and tear

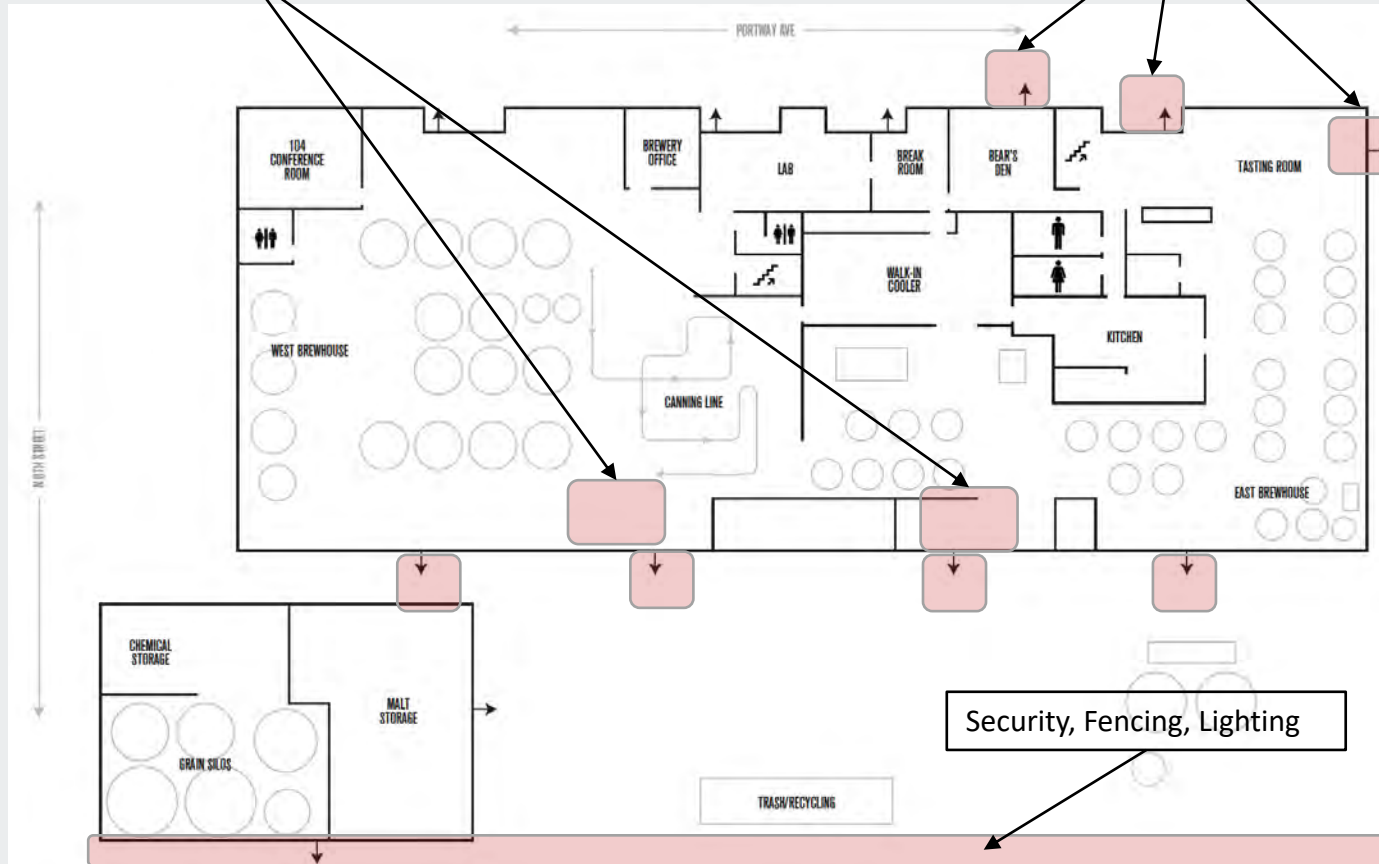
- **pFriem overview:**

- Current employment 115+
- 4<sup>th</sup> largest independent brewer in Oregon
- 50<sup>th</sup> largest brewery in the USA (out of 10,000)

# Halyard CIP Requests – Security and Safety

Suite 102 and 103 Bay Door Upgrades

Man Door Upgrades



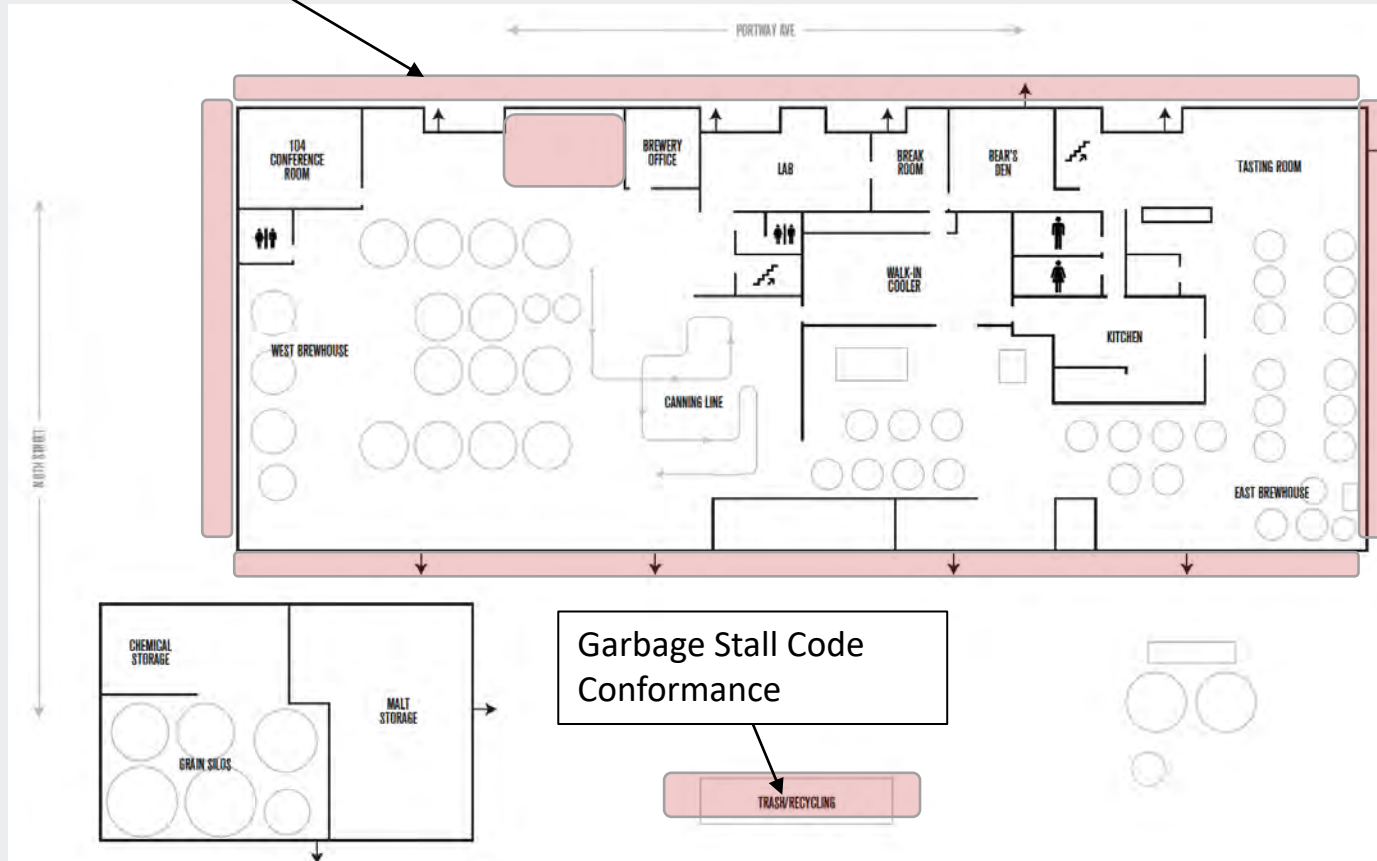
**Security & Fencing:**  
Install security fencing, and additional lighting South of building (\$40,500)

**102 and 103 Bay Doors:**  
Replace old residential bay doors with industrial grade high traffic doors (\$40,000)

**Man Doors:**  
Replacement of man door magnetic hardware, FOBs, etc. (\$60,000)

# Halyard CIP – Building Upkeep and Cleanliness

Building Painting



**Garbage Stall:**  
Upgrade garbage stall to conform to new local codes (cover, drain, expand) (\$60,000)

**Building Painting:**  
Paint or Stain building (\$50,000)

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## Memorandum

Date: December 12, 2024

To: Kevin Greenwood  
POHR Executive Director

From: Kelley Wilson  
SUM Design Studio and Architecture

Subject: Update on Waterfront Administration and Maintenance Facilities Relocation  
Master Services Agreement - Work Order #01

## Overview

We are currently in the initial stages of identifying and evaluating a suitable location for the port's new waterfront administration and maintenance facilities. This work began in early November and is nearing completion.

## Progress Summary

### 1. Phase 1: Needs Assessment

- Nearly complete, this phase involved:
  - A detailed review of the port's existing buildings, including layouts, sizes, and types of spaces as well as site needs such as parking.
  - Interviews with staff to better understand their roles and tasks.
- The assessment also included an evaluation of building and staffing needs following the new bridge's operational launch.
- Consideration was given to potential staff reductions and their impact on future facility requirements, with a preliminary idea of what this will entail.

### 2. Phase 2: Location Evaluation Criteria

- This phase focuses on developing criteria for evaluating potential new locations, including:
  - Property size, location, zoning, and other relevant factors.
  - Creation of a scoring matrix to assess and rank properties based on critical criteria to determine those suitable for further consideration.



- A format for financial evaluation of each property, including leasing, purchasing, or building new facilities is underway.
- Exploration of the option to locate administration offices and maintenance facilities at separate sites to enhance flexibility in meeting key criteria, such as public accessibility, efficiency, and cost.

### Next Steps

- Finish Phases 1 and 2 and review with the board. Expected early January 2025
- Collaborate with the port's Commercial Real estate Agent (CRA) to identify potential properties for evaluation and ranking based on the established criteria.

Please let us know if there are additional considerations or directions the Board would like us to incorporate as we move forward with this important project.

-###-



**Property Management Report – November 2024**

**Leases**

Executed	Evaluation	Renewal	Terminated
<a href="#">Big 7 #302A – Mesloh Textiles</a> <a href="#">Wasco #200 – Crestline Construction</a> <a href="#">Wasco #101 – Human Development Corporation</a> <a href="#">Big 7 #302 – The Clay Commons</a>	<a href="#">Marina West – DMV</a> <a href="#">Big 7 #303 – Industrial Street Studios</a>	Timber #400 – Oregon Brineworks	Marina East #102 – Earth & Muscle

**Projects**

Completed	In Progress
<ul style="list-style-type: none"> <li>• <a href="#">Storage Unit Research</a></li> <li>• HR County Building Appraisals</li> <li>• Tenant Account Reviews</li> <li>• <a href="#">Commercial Lease Application</a></li> <li>• Security Deposit Compliance Review</li> <li>• Earth &amp; Muscle Move-Out</li> <li>• Mesloh Textiles Move-In</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">2025 Lease Policy</a></li> <li>• <a href="#">Big 7 Internet Outage</a></li> <li>• <a href="#">Big 7 Landmarks Review</a></li> <li>• <a href="#">Big 7 Tenant Improvements</a></li> <li>• Building Expenses Review</li> <li>• Halyard Capital Improvement Proposal</li> <li>• Jensen Capital Improvement Proposal</li> <li>• Marina East P&amp;L Analysis</li> </ul>

**Vacancies**

Buildi	Lease	Company	SqFt U	Rentabl Area SqFt	Term Received	Tenar Screened	Term Sent	Lease Draft	Docuim Sent	Docuim Received
Big 7	101		3,800	4,262	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	102		500	561	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	203		2,880	3,230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	204		2,495	2,799	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	301		1,700	1,907	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	<a href="#">303</a>	Industrial Street Studios	4,366	4,897	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	401B		917	1,029	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	402A		560	628	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Big 7	402B		700	785	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	102		197	229	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	103			0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	200		913	1,060	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaE	201		1,400	1,626	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MarinaW	C	DMV	181	205	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	102		2,074	2,416	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	103		772	899	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	200		5096	5,936	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wasco	202		1,992	2,320	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Report Key**

Executed: Lease signed.

Evaluation: Tenant and terms under review.

Renewal: Lease nearing end of term, and up for renewal or extension.

Terminated: Planned tenant move-out.

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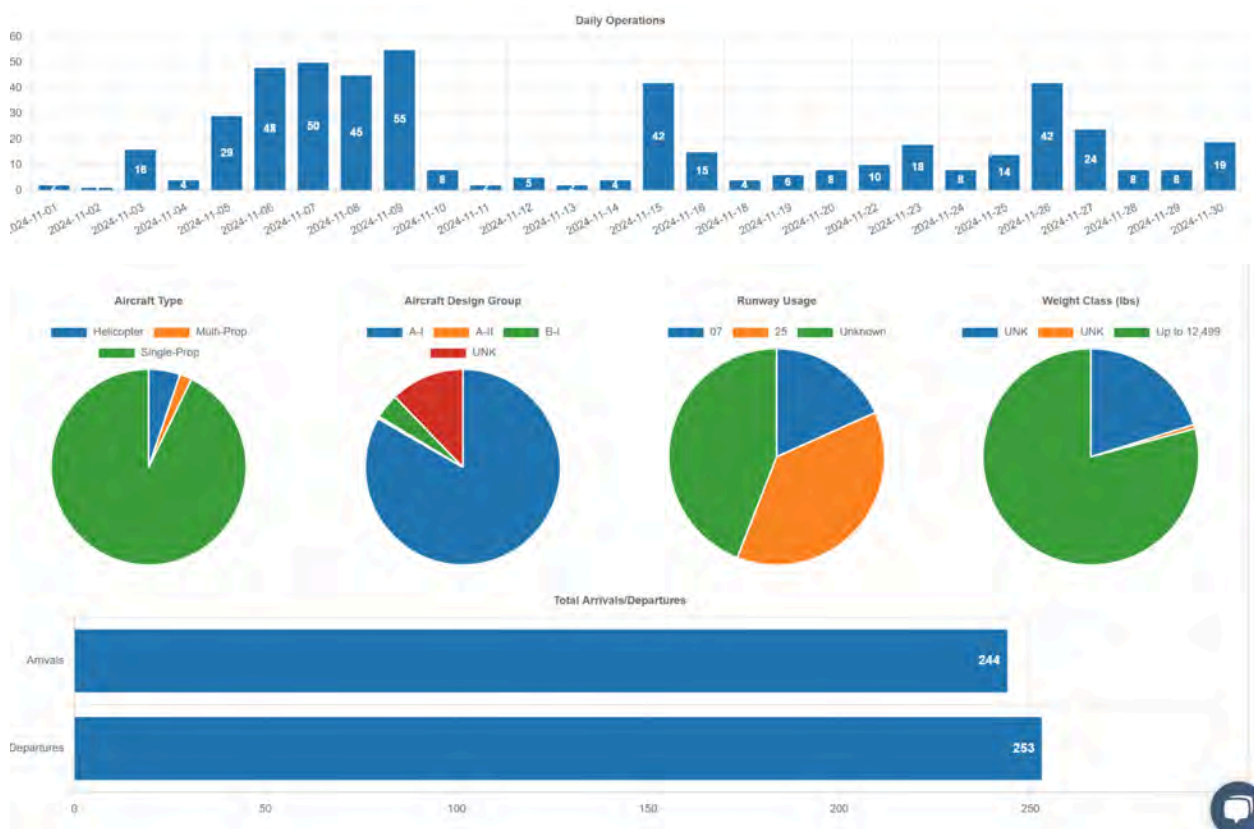


# AVIATION MANAGEMENT SERVICES

## Monthly Report

### October 2024

**Aircraft Operations:** 497 down from Octobers 929



We are seeing the effects of the weather and the reduced operations at the airport, almost 50% of the previous month.

Staff has been working with the Pacific Power crew to get the poles and installation for the South side of the airport done with the least amount of expense. So far we have not been able to get them installed due to conflicting schedules. We did have two poles donated from PP&L.



Staff working with the FAA Compliance Office to transfer and extend the existing thru the fence (TTF) for the Tad Mcgeer property. As well as setting the tone of the potential future TTF opportunities and what we have to have in the agreements to guard our Grant Assurances. These conversations have allowed for the conversations about the properties adjacent to the airport that will allow for future access revenue streams for the airport.

Working with Precision Approach Engineering on the T Hangar and Taxiway plans, we have gotten the survey work done and will be working on revised plans due to the now known issue of over 4 feet of elevation difference from the east to west building areas. New plan forthcoming.

Staff : Ryan, Molly and myself accomplished the hangar inspections in a very timely way. It worked out that we only had a few hangars that required additional conversation and attention. The condensation issue in the C row hangar was a topic needing to be addressed and I have gotten a quote to put a spray on foam on the ceiling of the hangars that is going to cost anywhere from \$1900 to 3000 per hangar (based on the thickness and the number of the units we chose to do.)

Will be working with Ryan and staff to confirm and have a plan for snow removal for this winter. Continued discussion from last month.



## AVIATION MANAGEMENT SERVICES

Kevin Cole Construction completed the hangar door build and installation on the Streich Hangar. Staff is having a set of ramps to smooth out the transition over the track used for the remodel doors.



Now for the signage and commemorative plaque.



There will be a plan put back in front of the commission soon with a plan to build out the Jeannette road North apron ramp. (Please Hold)

Staff has been working with the FAA in regards to the conversation of how to set the rates for the different land leases and hangar rates. The Grant Assurances while ensuring that the access is “fair and equitable” The “highest bidder” concept is a direct conflict with this portion of our Grant assurances, specifically GA #22

Items for developing a rate setting methodology at the airport.

Chapter 17

[https://www.faa.gov/documentLibrary/media/Order/Order\\_5190.6B\\_Compliance\\_Chg3.pdf](https://www.faa.gov/documentLibrary/media/Order/Order_5190.6B_Compliance_Chg3.pdf)

Grant Assurance #22

[https://www.faa.gov/sites/faa.gov/files/airports/new\\_england/airport\\_compliance/assurances-airport-sponsors-2022-05.pdf](https://www.faa.gov/sites/faa.gov/files/airports/new_england/airport_compliance/assurances-airport-sponsors-2022-05.pdf)

Rates and Charges Policy

<https://www.govinfo.gov/content/pkg/FR-2013-09-10/pdf/2013-21905.pdf>

Staff has met with and gotten 2 quotes and is waiting on the 3rd estimate for the AWOS area tree removal.

Our attorney is working on the land access agreements with the associated properties.

Staff is working to complete a Strategic Plan to best leverage the available space for the best long term return and cash flow to sustain



the airport. The model is a bit challenging in that the number of operations at the airport diminishes so dramatically during the different seasons that we have to have the proper mix of land leases and commercial operators on the field. The financial statement is needed to build the plan and hit the needed ROI.

Staff attended the following meetings:

- Columbia Gorge Economic Symposium
- Port Meeting
- Hood River AAC
- NWAAAE Coffee with a Colleague (Zoom)
- Planning meetings with Precision Approach

December is also starting out slower than we desire from an operations standpoint (10 days in and only 50 operations).

Reinforcing the need for the anchor tenant base for the monthly cash flow.

[jrenard@aviationmanagementservice.com](mailto:jrenard@aviationmanagementservice.com)

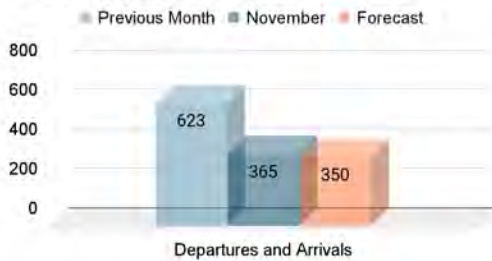
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### Airport Activity:

November flight event numbers are down from last Month but are consistent with the seasonal slow down. November was a wet month with low clouds. Expecting December to reflect continued slow flight events.

#### Aircraft Operations



### Night Flights:

No night flights flown in November. No large events scheduled for December.

#### Night Events



**Flight Training:** 8 training events were conducted by Hood Aero in November. The majority of the events were sea plane ratings. No other training events have been reported. 2 part time instructors have been brought online so, weather permitting, we expect an increase in training events at 4S2.

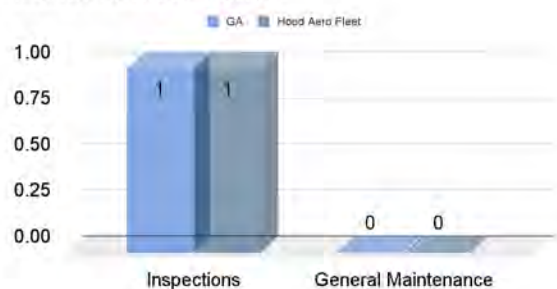
#### Flight Training Events



### Maintenance Activity:

2 total maintenance events took place in November. Due to a decrease in maintenance work, our IA has been sent on a remote assignment. 1 A&P remains at 4S2 and an IA from KDLS is filling in as needed at the field. 1 GA annual scheduled in December and multiple inspections for fleet aircraft.

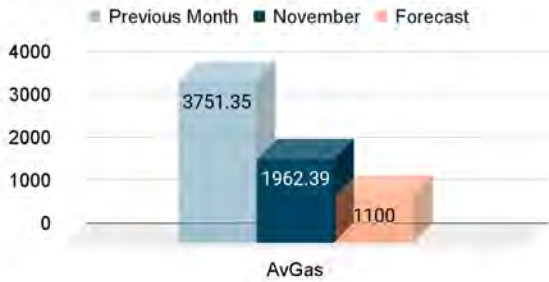
#### Maintenance Events



**Fuel Sales:** Fuel sales decreased in November as the number of flight operations decreased. Anticipate

December to be low for fuel sales.

Fuel Sales (Gallons)



**Fuel Flowage Fees:**

\$196 paid in flowage fees to the Port of Hood River in November. Based on .10 per gallon and a rounded sale of 1962.39 gallons.

**Tie Down Activity:**

- 23 total spots.
- 70% utilization for November averaged.
- \$0 collected for tie down fees in November.

**Noise Feedback:**

No noise complaints received by the FBO in November.

**Pilot Feedback:**

QT Pod on the fuel island was out of ink temporarily which made printing of receipts not possible. Ink changed and OT pod functions now.

**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 lighting.

**Other:**

- No other issues noted.

**Airport Admin Report - November 2024**

**Leases**

Executed	Evaluation	Renewal	Terminated
	<a href="#">Streich Hangar</a> <a href="#">Yellow Hangar</a> Tad McGeer Residential Through the Fence Agreement THC07 Lease	<a href="#">31/36 T-Hangar Lease Agreements</a>	Jeremy Young Residential Through the Fence Agreement

**Projects**

Completed	In Progress
<ul style="list-style-type: none"> <li>• <a href="#">Hangar Inspections</a></li> <li>• <a href="#">Hangar Lease Procedure</a></li> <li>• Research - Residential Through the Fence Agreements</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">5/36 T-Hangar Lease Agreements</a></li> <li>• T-Hangar Waitlist Maintenance</li> <li>• T-Hangar Betterment List</li> <li>• Hangar Pass-Through Cost Analysis</li> <li>• HoodTech Account Review</li> <li>• Box Hangar Property Tax Analysis</li> </ul>

**Report Key**

Executed: Lease signed.

Evaluation: Tenant and terms under review.

Renewal: Lease nearing end of term, and up for renewal or extension.

Terminated: Planned tenant move-out.

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### Parking Report - November 2024

#### Income Report

	Transactions	Revenue
Passes	-	\$0
Daily Parking	136	\$976.37
Citations	138	\$4,845.71
Dismissals	(6)	(\$330.00)
Late Fees	-	\$625.00
Total	268	\$6,117.08

#### Big 7 Parking Review

Completed	In Progress
<ul style="list-style-type: none"> <li>• Big 7 Parking Review</li> <li>• <a href="#">Ticket Disputes</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">2025 Parking Proposals</a></li> <li>• Passport App Review</li> </ul>

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## Memorandum

Date: December 12, 2024

Subject: Waterfront Infrastructure Progress Report

From: Scott Keillor; Jodi Mescher

To: Kevin Greenwood, Executive Director  
Port of Hood River Commissioners

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### WATERFRONT TRANSPORTATION OWNER'S REP PROGRESS REPORT

#### **Deliverables Completed**

Key tasks and deliverables completed through December 2024 included:

- The project team submitted a land use scenario and transportation analysis, included as part of a revised Intersection Control Evaluation (ICE) provided to ODOT for consideration of the proposed roundabout design at 2<sup>nd</sup> and Riverside

#### **Upcoming Deliverables**

- Updated grants funding strategy to revise funding sources, after January 20, 2025
- Year-end progress report

#### **Key Milestones**

- December
  - Project team to meet with ODOT technical team to discuss their initial comments about the updated ICE, land use scenarios, and RAB concept on 12/18.
  - Project team will provide a year-end progress report.

## Budget Summaries

1. WSP Owner's Representative (O/R) Contract spent is estimated at \$77,803 on non-contingent tasks (18%) through **November 2024**. Please note, the previous progress report submitted in included invoices through September 2024 and the current invoice includes work completed in October and November.

Task Number	Task Name	Contract Value	Current Invoice	Previous Billed	Total Billed to Date	Contract Balance	Percent Invoiced
1.0	Project Management	62,759.15	10,438.28	16,668.21	27,106.49	35,652.66	43.19%
2.0	Grant Writing	151,620.71	139.68	11,235.90	11,375.58	140,245.13	7.50%
3.0	Grant Management	9,999.19	3,607.87	4,884.80	8,492.67	1,506.52	84.93%
4.0	Due Diligence	8,948.06	0.00	0.00	0.00	8,948.06	0.00%
5.0	Port and Agency Coordination	163,342.64	6,302.88	22,453.93	28,756.81	134,585.83	17.61%
6.0	Communications Materials	10,461.89	661.33	499.02	1,160.35	9,301.54	11.09%
7.0	YE Documents	5,032.14	0.00	0.00	0.00	5,032.14	0.00%
Expenses	Expenses	2,998.20	0.00	0.00	0.00	2,998.20	0.00%
Sub_Sprout	Sprout	15,000.00	911.25	0.00	911.25	14,088.75	6.08%
<b>Total</b>		<b>430,161.98</b>	<b>22,061.29</b>	<b>55,741.86</b>	<b>77,803.15</b>	<b>352,358.83</b>	<b>18.09%</b>

2. KPFF/DKS/Walker Macy Design Contract: Est. \$187,873 spent of \$487,000 budget (38%) through **November 30, 2024**.

## Risks and Mitigations

1. ODOT may not approve the RAB even after the ICE is submitted. We plan to complete only the level of design needed get the ICE approved.
  - a. Mitigation: Submit additional land use scenarios and transportation analysis memo to inform the ICE. Continue to work with ODOT to understand expectations, and work with developers toward letters of intent for Lot 1 and broader waterfront development potential. The project team is scheduled to meet with ODOT mid-December to discuss their initial comments.
2. STIP amendment approval is required, or grant funds may be at risk.
  - a. Mitigation: Long-term need to work with ODOT on project design and warrants.
  - b. Mitigation: Long-term need to work with funding partners on project scope and schedule.

## NEXT STEPS

The team will continue to coordinate with ODOT to further concept design review and approval. The team will also work towards a STIP amendment contingent on ODOT review of the ICE to indicate acceptance of the RAB design concept. Additionally, the team will update the grant funding strategy, including updating funding sources after January 20, 2025.



# Commission Memo

Prepared by: Kevin Greenwood, Executive Director  
Date: December 17, 2024  
Re: MSA with Gretchen Goss for Strategic  
Communication and Project Management Services

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## **BACKGROUND:**

Gretchen Goss has supported the Port over the past six months with social media, newsletters, and special projects like the centennial event. Staff proposes entering into a longer-term Master Service Agreement (MSA) with Ms. Goss to address communication needs and provide project management support for special initiatives.

As part of this process, staff conducted an intermediate procurement, requesting quotes from four qualified consultants:

- **Pageworks Design:** Declined due to existing commitments
- **Pitchfork Communications:** Declined due to existing commitments
- **PRA Public Relations:** No response.
- **Gretchen Goss:** Submitted a quote and agreed to a longer-term agreement.

**RECOMMENDATION:** With no other viable candidates and Ms. Goss's proven track record, she is the only available and qualified consultant to meet the Port's needs.

**BUDGET IMPACT:** The Port anticipates spending approximately \$50,000 per year for the next 5 years on this contract. The Administration Fund's Communications Department records the budget and actual expenditures as overhead which is then allocated to the various departments that use the services. The Communications Department currently has sufficient budget to cover the amount of the contract for this fiscal year.

## **SUGGESTED MOTION:**

Motion to approve the Master Services Agreement with Gretchen Goss for Strategic Communication and Project Management Services, with a total not-to-exceed amount of \$250,000, and Work Order No. 1 with a not-to-exceed amount of \$41,600.

## **ATTACHMENTS:**

Master Service Agreement

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## MASTER PERSONAL SERVICES AGREEMENT

This Master Personal Services Agreement (this “Agreement”) is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and **Gretchen Goss**, an individual, (hereinafter referred to as “**Consultant**”).

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

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: Strategic Communications & Project Management (the “Project”).
2. **SCOPE OF SERVICES:**
  - a. Work Orders. The Consultant shall be responsible for the performance of all services as set forth in Work Orders issued by the Port from time to time (the “Services”) and to the extent described in this Agreement. Work Order No. One is attached hereto as Exhibit A and incorporated herein and shall serve as a sample for future Work Orders. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of this Agreement.
  - b. On-Call Services. Consultant shall be available and shall provide the Port consulting services on an on-call basis (“On-Call Services”) for the projects described in the Statement of Work attached hereto as Exhibit B and incorporated herein, as requested by the Port from time to time. The Port shall pay Consultant the compensation set forth in the Statement of Work for performance of Services. The maximum-not-to-exceed compensation payable to Consultant for all On-Call Services, which includes any allowable Reimbursable Expenses shall not exceed **\$250,000**, roughly \$50,000 annually for the term of the Agreement.
  - c. Performance Standards. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services.
  - d. Nonexclusive Agreement. Consultant acknowledges and agrees that this not an exclusive agreement and that Port may contract with or cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement.
  - e. Press Releases. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate five (5) years later, unless sooner terminated or extended under the

provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.

4. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services and any project schedule identified in a Work Orders shall be binding on the parties.
5. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in individual Work Orders. Compensation for the Services shall not exceed the amount set forth in individual Work Orders, unless otherwise approved in writing by the Port ("Compensation"). If provided in the Work Order, the Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Consultant will obtain written approval from Port prior to expenditure of any individual Reimbursable expense that exceeds five hundred dollars (\$500.00). Consultant will not exceed five thousand dollars (\$5,000.00) in total Reimbursable Expenses under an individual Work Order without prior written Port approval.

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

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation and Reimbursable Expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant.

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.

6. **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.

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

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

**9. CONSULTANT'S INSURANCE:** Consultant shall keep and maintain the following insurance for the duration of the Agreement term:

- 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 this Agreement.

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

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

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

#### **10. INDEMNIFICATION:**

- a. 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.

- b. 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.
  - iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Consultant shall provide the Port with a copy of each subcontract executed with the

performance of the Services within seven (7) days of each subcontract's execution.

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

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

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

a. Termination for Cause.

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



owed by Port to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and Port.

- b. Termination for Convenience. In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement or a Work Order at any time and for its own convenience, by written notice to Consultant.
- c. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
  - i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
  - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
  - iv. Complete performance in accordance with this Agreement of all of the Services not terminated; and
  - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- d. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
- e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

**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 unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.

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, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
  
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 after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

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

**20. PUBLIC CONTRACTING REQUIREMENTS**

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 10 hours in any one day or 40 hours in any one week, and for all work performed on a Saturday or any legal holiday, or for all work performed on any other holiday specified in a collective bargaining agreement. (ORS 279B.235)
- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Hours of Labor. Consultant shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- g. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- h. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- i. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with, and for the term of this Agreement shall continue to comply with:
  - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
  - 3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant,

or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

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

**21. NOTICE:** All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer to the addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

**22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

**23. INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**24. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors,

administrators, successors, and assigners of the parties hereto.

25. **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.
26. **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.
27. **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.
28. **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.
29. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
30. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
31. **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.
32. **SEVERABILITY; SURVIVAL:** If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement. Provisions in this Agreement, which by their nature, should remain in effect beyond termination or expiration of this Agreement will survive until fulfilled.
33. **MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth

below.

**Consultant: Gretchen Goss**

**Port of Hood River**

Signed:

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Name: Gretchen Goss  
Title: Owner  
Date:  
Address: 2944 Cameo Dr.  
Hood River, OR 97031  
Phone/Email: 541-806-0252  
[gossgretchen@gmail.com](mailto:gossgretchen@gmail.com)

Signed:

---

Name: Kevin M. Greenwood  
Title: Executive Director  
Date:  
Address: 1000 E. Port Marina Drive,  
Hood River, OR 97031  
Phone/Email: (541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

## EXHIBIT A

### Master Personal Services Agreement Work Order Number One

This Work Order Number One (“Work Order”) is entered between **the Port of Hood River** (“Port”) and **Gretchen Goss Creative** (“Consultant”). This Work Order is issued under the authority of the Master Personal Services Agreement dated **December 17, 2024** between the Port and Consultant (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

**Project Background.** The Communications and Project Management role was created to enhance the Port’s public engagement and manage special projects that support strategic goals. The Consultant will focus on producing and managing key written communications, such as social media content and newsletters, to ensure consistent, aligned messaging across all platforms. Additionally, the Consultant will oversee various non-communication projects such as event coordination, planning, project research, and community outreach, allowing the Port to address diverse needs. By centralizing these responsibilities, the Port aims to streamline operations, strengthen stakeholder relationships, and advance its mission effectively.

**1. Scope of Services.** Consultant shall perform the following Services:

- a. **Content Creation – Newsletter:** Consultant will update the Port’s newsletter as a bi-annual, digital publication with paper copies available at key locations. Responsibilities include researching, drafting, interviewing, and editing articles for newsletters published in July and December.
  - i. **Consultant’s responsibilities include but are not limited to:**
    - Producing newsletter articles
    - Ghostwriting for board members or staff as needed
    - Writing blog posts
    - Creating marketing materials (postcards, flyers, signage)
    - Developing copy for the Port website
  - ii. **Deliverables and Delivery Schedule:** Consultant shall provide the following deliverables in accordance with the delivery schedule set forth below:
    - **Deliverables:** Two newsletters annually (July and December), with articles, updates, and other content for distribution.
    - **Frequency:** Two newsletters per year (July and December).
    - **Approval:** Drafts submitted for review at least four weeks before release.
    - **Delivery Schedule:**
      - **July Newsletter:** Content draft submitted by Consultant by the first week of June for final approval by Port and released by the first week of July.
      - **December Newsletter:** Content draft submitted by the Consultant by the first week of November for final approval by Port and released by the first week of December.



b. **Content Creation – Social Media:** Consultant will provide social media support focusing on high-priority updates (e.g., bridge delays, important projects) as requested by Port staff, plus one lighthearted post per month to foster community engagement. All posts require Port staff approval prior to publication.

i. **Consultant’s responsibilities include but are not limited to:**

- Creating social media posts that emphasize community engagement and positive interaction.
- Writing copy for all social media posts
- Scheduling posts across platforms, subject to Port staff approval before posting.
- Capturing and using photos for various channels
- Strategic hashtag planning and engagement
- Drafting one lighthearted or fun post each month to maintain community connection.
- Note: The Consultant will not respond to comments on social media posts unless specifically authorized by Port staff.

ii. **Deliverables and Delivery Schedule:** Consultant shall provide the following deliverables in accordance with the delivery schedule set forth below:

- **Deliverables:** One lighthearted post per month, with high-priority messaging as requested by Port staff.
- **Frequency:** Monthly lighthearted post; high-priority posts as needed.
- **Format:** Engaging text, visuals (if needed), and hashtags
- **Approval:** Content submitted to the Port for approval before scheduling.
- **Platform(s):** Posted on the Port’s social media channels (e.g., Facebook, Instagram, Twitter, LinkedIn).
- **Delivery Schedule:** Posts provided in advance (at least 3 days before scheduling) for approval until the end of Work Order No. 1 or contract conclusion.

c. **Content Creation – Other Content (As Needed)** – Consultant will provide copywriting support for the Port’s new website and other written materials upon request. This includes creating content for press releases, brochures, flyers, and assisting with content updates.

i. **Consultant’s responsibilities include but are not limited to:**

- Ghostwriting for board members or staff as needed
- Writing blog posts
- Creating marketing materials (postcards, flyers, signage)
- Developing copy for the Port website

ii. **Deliverables and Delivery Schedule.** Consultant shall provide the following deliverables in accordance with the delivery schedule set forth below:

- **Deliverables:** Written content for the website, press releases, brochures, and other materials.
- **Frequency:** Content provided as needed, with clear deadlines.
- **Approval:** Content submitted for review and approval before distribution.
- **Delivery Schedule:** Content drafts delivered per agreed deadlines.

d. **Special Project – License Plate Project (Preliminary Stage)** – Consultant will assist in the preliminary planning and coordination for the potential License Plate Project, aimed at establishing a vehicle license plate program to generate funds for the Port. This includes supporting early-stage activities such as feasibility assessments, design concepts, and outreach strategies, contingent on the project’s approval.

i. **Consultant’s responsibilities include but are not limited to:**

- Assist Port staff in defining project goals, scope, and requirements.
- Coordinate with local artists for design concepts and production estimates.

iii. **Deliverables and Delivery Schedule.** Consultant shall provide the following deliverables in accordance with the delivery schedule set forth below:

- **Deliverables:**
  - Initial project plan and timeline for approval.
  - Design concepts for the license plate and marketing materials.
  - Preliminary progress reports and recommendations for next steps.
- **Frequency:** Occasional coordination and updates, depending on project needs or staff requests.
- **Approval:** All major deliverables, including designs and reports, will be submitted for review and approval by the Port.
- **Delivery:** Deliverables will be provided as needed, based on project requirements or staff requests, and submitted for review and approval before finalization, with delivery times determined by project progress and deadlines.

2. **Key Personnel for this Work Order.** The Port is engaging the expertise, experience, judgment and personal attention of the Consultant’s Key Personnel identified below.

Key Personnel	Position/Title	Role on Project
Gretchen Goss	Owner	Communications and Project Management

3. **Compensation.**

a. **Maximum Not-to-Exceed Amount.** The maximum not-to-exceed compensation payable to Consultant under this Work Order, which includes Reimbursable Expenses is **\$41,600**. If the maximum compensation is increased by amendment of this Work Order, the amendment must be fully effective before Consultant performs the Services subject to the amendment.

b. **Fees.** The Port shall compensate Consultant for the performance of Services on the basis of the following hourly rates: Gretchen Goss ... \$50/hr.

c. **Reimbursable Expenses.** None

4. **Effective Date and Term.** This Work Order is effective on the date it has been signed by the Port and Consultant and will expire on **December 31, 2025**, unless earlier terminated or extended.

5. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation,

this Work Order shall be interpreted in the following order of precedence: (a) the Master Agreement; (b) this Work Order.

- 6. **Expiration.** Expiration of this Work Order does not extinguish or prejudice the Port's right to enforce this Work Order with respect to any breach of a Consultant warranty or any default or defect in Consultant performance that has not been cured.
- 7. **Modification.** No provision of this Work Order may be modified except in a writing signed by the Port and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**Consultant:**  
**Gretchen Goss Creative**

**Port of Hood River**

Signed: \_\_\_\_\_  
Name: Gretchen Goss  
Title: Owner  
Date:  
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Hood River, OR 97031  
Phone/Email: 541-806-0252  
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Signed: \_\_\_\_\_  
Name: Kevin M. Greenwood  
Title: Executive Director  
Date:  
Address: 1000 E. Port Marina Drive,  
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## EXHIBIT B

### Statement of Work Content Creation, Project Planning and Management

**Part 1. Services.** Consultant shall provide content creation, project planning and management as requested by the Port, including but not limited to the following services:

**Written and Digital Content includes but is not Limited to:**

- Newsletter articles
- Ghostwriting (for the board/staff, etc., as needed)
- Blog posts
- Marketing assets (postcards, flyers, signs)
- Copy for website
- All copy for social media posts
- Scheduling social media posts
- Taking photos as needed for various platforms
- Strategic planning and use of hashtags
- Press releases

**Project Planning and Management includes but is not limited to:**

- Event Planning
- Budget and Financial Oversight
- Stakeholder Communication
- Resource Coordination
- Risk and Issue Management
- Reporting and Documentation
- Project Research

**Part 2. Compensation.** The Port shall compensate Consultant for Services on the basis of the following hourly rates for Key Personnel:

Gretchen Goss... \$50/hr.

**Part 3. Reimbursements.** None

**Part 4. Amendments.** The Port and Consultant will update Key Personnel and Hourly Rates, if necessary, on an annual basis.