



Bi-State Bridge Replacement Working Group Agenda

Meeting Date: February 06, 2023

Meeting Time: 2:00-4:00p

Location: 1000 E. Port Marina Drive, Hood River, OR

Zoom Meeting

<https://us06web.zoom.us/j/88490950292?pwd=c3RLaXZWMzFUR2JzOGtNZDFDMjk5UT09>

Meeting ID: 884 9095 0292

Passcode: 396314

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Catherine Kiewit (Mayor), City of Bingen; Marla Keethler (Mayor), City of White Salmon; Paul Blackburn (Mayor), City of Hood River; Arthur Babitz (Commissioner), Hood River County

Alternates: Kristi Chapman (Commissioner), Port of Hood River; Jennifer Euwer (Commission Chair), Hood River County; Joe Sullivan (Councilor), City of Bingen; Jason Hartmann (Councilor), City of White Salmon; David Sauter (Commissioner), Klickitat County; Jessica Metta (Councilor), City of Hood River.

Staff/Consultants: Kevin Greenwood (Executive Director), Port of Hood River; Genevieve Scholl (Deputy Executive Director), Port of Hood River; Michael Shannon (Project Manager – Bridge Replacement), HNTB.

1) Welcome

2) Approval of Minutes (2 Min)

- Bi-State Working Group Meeting Minutes 01/23/2023

3) Review Action Items (10 Min)

Priority	Description/ Expected Outcome	Assigned To	Date Assigned	Due Date	Resolution/ Current Status	Status
Med	Track progress of BO following ODOT's commitment to have a draft in Mid-October Primary Contacts: Dennis Reicht: ODOT Tom Loynes – NMFS Liaison and Cash Chesselet – ODOT Environmental Program Coordinator – NMFS Liaison	Mike Shannon	9/19/2022	10/17/2022 10/31/2022 11/14/2022 12/12/2022 01/09/2023 01/23/2023	10/17/2022 Staff will follow up with ODOT next week on Draft Document 10/31/2022 – Dennis said that Tom and Cash met with QC and NMFS and that it was their priority to get most of the draft completed this week. 11/14/2022 – Dennis ODOT indicated continued delays due to staff working on Abernathy Bridge issues 12/12-2022 – Carol ODOT emailed that the draft is 2-3 weeks out due to workload delays associated with Abernathy Bridge and Training 1/9/2023 - ODOT has requested for the information related to Temporary Work Bridges and Barges to be updated an increase in our information can calculations based on recent events on similar projects.	In Progress

Contact: Michael Shannon, (425) 577-8071 or mwshannon@hntb.com



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					The information is being coordinated with ODOT 1/23/22 - The project team met with ODOT on 1/13/23 to discuss modifications need to the BiOp. ODOT is meeting with FHWA on 1/19/23 to get direction on how to proceed with modifications. Team is working on modifications to progress the work pending the information from FHWA 2/6/23 BA information has been updated and provided back to ODOT. A meeting is scheduled for 2/7 with FHWA to determine next steps.	
Med	Track Progress of the Final BO	Mike Shannon	9/19/2022	1/31/2023	No Update	In Progress

4) Informational Items

Time	Discussion Topic	Owner/Presenter
5 Min	Communications Update <ul style="list-style-type: none"> • January Communication update • February Communication outlook • Coordination of a Facebook Live event • Website is Live Hood River Bridge Replacement Project 	Jessica/Alice
10 Min	Washington - Gorge-Ous Night Feb 8 th <ul style="list-style-type: none"> • Attendance • Materials • Sponsorship Oregon - Gorge-Ous Night Feb 15 th <ul style="list-style-type: none"> • Attendance • Materials • Hearing DC <ul style="list-style-type: none"> • Late April Trip • Monthly Update Calls 	Mike Shannon
10 Min	Hood River - White Salmon Bridge Authority (HRWSBA) <ul style="list-style-type: none"> • Final Version for board approvals • HRWSBA Legal counsel recommendations 	Mike Shannon/Steve S/Kevin G
20 Min	Funding Finance & Tolling	Mike Shannon/Chris Kopp/Kate Trimble
20 Min	HRWS Bridge Replacement Toll Study Presentation	Commissioner Anderson
2 Min	Port Toll Rate Discussion WSTC T&R Study <ul style="list-style-type: none"> • Next WSTC Meeting Feb 15-16 • Next Update prior to March 14-15 (Tentative March 6th update to BSWG) 	Mike Shannon

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2 Min	<p>Pending Grant Submittals</p> <ul style="list-style-type: none"> • Raise Planning 2023 • MPDG (INFRA/Rural/Mega) • BIP • SS4A • Grant Reporting Update <p>Current Grant Funding</p> <ul style="list-style-type: none"> • WA • ARPA (Oregon) • Build 20 	
10 Min	<p>Treaty MOA's</p> <ul style="list-style-type: none"> • Treaty Tribe MOA Sub-Schedule • Yakama • Nez Perce • Umatilla (CTUIR) • Warm Springs 	Mike Shannon
15 Min	<p>RBMC</p> <ul style="list-style-type: none"> • Request for Proposal (RFP) Progressive Design Build (PDB) Sub-Schedule Review • PDB Procurement/Preliminary Engineering • Key Stake Holder Coordination • Geotechnical Investigation • Survey • Right of Way • Permitting 	Mike Shannon/Brian Munoz
15 Min (3 pm)	<p>NEPA/FEIS/ROD</p> <ul style="list-style-type: none"> • ODOT Update on • Sec. 106 MOA • BiOp • Schedule 	Carol Snead

5) Upcoming Actions (2 Min)

Description/ Expected Outcome	Anticipated Action Date
ODOT Tech Services IGA	TBD
CFA Approval	March
BiOp	January
Treaty Tribe MOA's	May

6) New Action Items

Contact: Michael Shannon, (425) 577-8071 or mwshannon@hntb.com



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Priority	Description/ Expected Outcome	Assigned To	Due Date

Next Meeting, February 20, 2023



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
February 06, 2023

The following summarizes Replacement Bridge Project activities from January 23, 2023, to February 06, 2023:

PROJECT MANAGEMENT

- *RBMC team is continuing to meet with WSP, ODOT and Federal Highway Administration (FHWA) related to the NEPA/FEIS process and Treaty Tribe Memorandum of Agreement (MOA's).*
- *Grant Tracking for WA, ARPA, Build Grants will be on going each quarter.*
- *Continued Legislative Outreach with Oregon, Washington and DC*
- *We are progressing the progressive design build RFP and Contract for a 2023/24 procurement*

COMMUNICATIONS

- *The web site has been launched [Hood River Bridge Replacement Project](#)*
- *One page legislative update sheets have been created for Washington and Oregon (see packet)*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *Gorge-ous Night is set for Feb 15th in Salem 5:30 to 7:30 PM*
 - *One on one meetings will be scheduled on Feb 15th*
 - *SB 431 requesting \$125 million for the project has been drafted (see packet)*
 - *SB 431 Hearing was set for 5pm Tuesday February 7th in Salem*
 - *Attendees: In-Person/Zoom*
 - *Sen. Bonham*
 - *Rep. Helfrich*
 - *Commissioner Anderson*
 - *Commissioner Fox*
 - *Mayor Keethler*
 - *Mayor Blackburn*
 - *Sheriff English*
 - *Doug Gibson – Mt. Adams Fruit*
 - *PM Mike Shannon*
 - *Working on letters of support from labor unions*
 - *Attendees:*
 - *Mike Fox*
 - *Mike Shannon*

- *Washington*
 - *Gorge-ous Night is set for Feb 8th from 5:30 to 7:30 PM*
 - *Legislative outreach is on Feb 8th in Olympia*
 - *Attendees:*
 - *Jake Anderson*
 - *Marla Keethler*
 - *Mike Fox*
 - *Kevin Greenwood*
 - *Mike Shannon*
 - *Meetings are scheduled on Feb 8th with:*
 - *Sen King 8:30 (Anderson, Keethler, Greenwood, Fox, Shannon)*
 - *Rep Mosbrucker 9:00 (Anderson, Keethler, Greenwood, Fox, Shannon)*
 - *Rep. Waters 10:00 (Anderson, Keethler, Greenwood, Fox, Shannon)*
 - *Rep. Corry 11:00 (Anderson, Keethler, Greenwood, Fox, Shannon)*
 - *Sen Liias 1:00 (Anderson, Keethler, Greenwood, Fox, Shannon)*
 - *Rep Barkis 1:30 (Anderson, Keethler, Greenwood, Fox, Shannon)*
 - *Rep Fey 2:30 (Anderson, Keethler, Greenwood, Fox, Shannon)*
- *Federal Legislative Activities*
 - *Hal will be setting up monthly virtual meetings with key congressional members starting in February. Attendees will be Mike F, Jacob Anderson, Mike Shannon*
 - *We are planning to make two trips per year to DC in support of funding requests*
 - *Looking at the end of April for the first trip*
- *We will be working with Oregon and Washington and Federal lobbyist to update the Legislative Strategy for the next 3 years.*

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY

- *Primary Place of business (PPB) was finalized as Oregon*
- *Hood River County is updating their existing bylaws, they are targeting February for approval of the process.*
- *Klickitat County completed its legal review of the 3rd draft of the CFA and is progressing with a resolution for approval of their appointment process*
- *The Final Draft of the Commission Formation Agreements (CFA) has been distributed and is included in the packet. Recommend moving forward with obtaining signatures from the 6 parties of the agreement.*
- *HRWSBA Legal Counsel Recommendations for consideration:*
 - *Stacey Lewis at Pacifica Law Group in Seattle, as recommended by Steve Siegel.*

- Eileen G. Eakins, who provided Port Commission training back in 2021 - 5285 Meadows Road, Suite 400, Lake Oswego, OR 97035, (503) 607-0517, eileen@lgl-advisors.com;
- Clark Balfour at Cable Huston, who I have worked with over the years on municipal utility projects: <https://www.cablehuston.com/attorneys/clark-i-balfour/>;
- Anna Cavaleri, Jerry's partner <http://hoodriverlaw.com/attorney-profiles/anna-c-cavaleri/>

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *HNTB and the PORT continue to coordinate with WSTC*
 - *WSTC next meeting is on February 15-16*
 - *There are no agenda items related to the T&R Study for the Replacement Bridge*
 - *Link to agenda [Meeting Agenda – February 15-16, 2023 – Washington State Transportation Commission](#)*
 - *WSTC team will be updating the Transportation Commission March 13th.*
 - *WSTC will provide an update on the project to the BSWG on March 6th and March 20th.*
 - *Schedule Milestones:*
 - *March 2023 – WSTC approves two refined tolling scenarios for further analysis*
 - *May 2023 – Draft Study findings and recommendations presented to WSTC*
 - *June 2023 – Final Report of findings and recommendations presented to WSTC and submitted to Washington State Legislature*
- *BSWG Tolling Study*
 - *Funding Finance and Tolling team is developing a model that will support the consideration of different tolling scenarios and their impacts on the financial plan to support the construction of a new bridge.*

PENDING GRANT FUNDING UPDATES

- *Raise Planning Grant (2023)*
 - *Notice of Funding Opportunity (NOFO) issued: 11/30/22, Update to NOFO received on 12/14/22*
 - *Application Due: 2/28/23*
 - *For Rural Applications Min \$1M/Max \$25M (\$750M available to the program)*
 - *Our application will focus on a planning grant that will evaluate Bike/Ped connections and Transit services access/connections to the new bridge. With a focus on how the bridge is a vital part of a transportation system.*
 - *Meetings have been held with CAT, MCEDD and ODOT to discuss letters of support and inform the team that is developing the Grant Application*

- *USDOT has released training/informational videos to assist in the development of Grant Application – staff has been reviewing the training/informational material*
- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *Next Opening April 2023*
 - *2023 NOFO Spring 2023*
- *Multimodal Project Discretionary Grant (MPDG)*
 - *Next Opening - Spring 2023*
 - *2023 NOFO not released*
 - *INFRA (\$8 B available over 4 years FY22 to FY26)*
 - *MEGA (\$5 B available over 4 years FY22 to FY26)*
 - *Rural (\$2 B available over 4 years FY22 to FY26)*
 - *The project was notified that it was not successful in obtaining any 2022 grant funding from the MPDG. A Debrief is being targeted for April 2023 in DC.*
 - *MPDG Comments from USDOT*
 - *C. The project will be cost-effective (49 USC 6701(f))*
 - *D. With respect to related non-Federal financial commitments, 1 or more stable and dependable sources of funding and financing are available to (i) construct, operate, and maintain the project; and (ii) cover cost increases (49 USC 6701(f))*
 - *E. The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project (49 USC 6701(f))*
- *Bridge Investment Program (BIP)*
 - *Next Opening – Summer 2023*
 - *2023 NOFO – Summer 2023*

EXCUTED GRANT FUNDING UPDATES

- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Total Submitted for Reimbursement: \$0*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$5 million*
 - *We have received our certification from FHWA on 12/21/22. We have received access to the RADs quarterly reporting system for FHWA on 1/26/22. Training with FHWA is still pending.*
 - *Q4 2022 reporting has been submitted through RADs to FHWA*
- *ARPA (Oregon Grant)*
 - *Grant Awarded 5/12/22*
 - *Funding: \$5M with an Expenditure Deadline of 12/31/26*
 - *Total Submitted for Reimbursement: \$225,353.30*
 - *Total Reimbursement received to date: \$225,353.30*

- Remaining Funds: \$4,774,646.70
 - 4th Quarter reimbursement submitted on January 10th, 2023.
Next reimbursement submittal April 2023
- WA SB 5165 Grant
 - Grant Awarded 2/2/22
 - Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)
 - Total Submitted for Reimbursement: \$1,341,149.25
 - Total Reimbursement received to date: \$384,693.39
 - Remaining Funds: \$3,658,850.75
 - 4th Quarter reimbursement submitted for \$956,455.86
Next reimbursement submittal will be April 2023.

TREATY TRIBE MOA'S

- A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.
 - **Yakama Nation (YN).**
 - Draft MOA was submitted by Roy Watters to the Yakama Nation on 1/26/23
Next step is anticipated to be a follow up meeting with Yakama Nation and discussion on terms of the MOA.
 - **Nez Perce**
 - The Draft MOA was submitted to ODOT on 1/17/23
 - ODOT approved us to move forward with sending the Draft MOA on 1/24/23.
 - 2/2/23 – Project update call with Amanda Rogers of Nez Perce and Herb Fricke (Project Tribal Coordinator), Roy Watters (ODOT). MOA was sent to Amanda on 2/2/23.
 - Nez Perce we coordinating a project update meeting with them in the next couple months.
 - **Umatilla (CTUIR).**
 - The Draft MOA was submitted to the Umatilla Tribe on 1/25/23
 - Meeting and Presentation were held with CTUIR Fish and Wildlife commission on 1/24/23
 - Topics covered
 - Project Update,
 - Request for Letter of Support – Treaty to a vote and was approved 4/0 to provide a letter of support for the project.
 - Update on CTUIR toll exemption request – exemption is being finalized and will be presented to the Port Commission on Feb 7th for approval. Umatilla tribal members will be at the meeting.

- *Treaty MOA – a hard copy of the Draft MOA was provided to the Tribal legal counsel and a electronic copy supplied also. A follow up meeting is being schedule for the third week in February.*
- *Work Force Development – Follow up meetings are being scheduled the tribes and TERO offices for input into the Work Force Development criteria that will be provided in our RFP.*
- *Attendees: ODOT, FHWA, Commissioner Fox, RBMC*
- *Second meeting has been scheduled for 2/22 with Umatilla*
- *Umatilla Board of Trustees approved a letter of support at their 1/30 meeting. We should be receiving the letter soon.*
- **Warm Springs.**
 - *ODOT managing this relationship. FHWA has sent the G2G letter to Warm Springs requesting Govt. to Govt. consultation on the MOA on 12/27/22*
 - *The Draft MOA was submitted to ODOT on 1/17/23, ODOT responded that they cannot submit the MOA until FHWA receives a response to the G2G request.*
 - *Our team has made contact with Warm Springs and a meeting is being coordinated.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *Sub-schedule has been developed for the procurement of the Progressive Design Build Team (See Packet) – opportunities to advance the schedule are being reviewed.*
- *RMBC internal Kick-off meeting was held on 1/18/23 for the Progressive DB, Bi-weekly meetings have been scheduled to advance the development of the RFP and procurement documents*
- *Meetings are being schedule with WSDOT and ODOT staff to coordinate their involvement in the PDB development, procurement, and project.*
 - *Coordination meeting with ODOT has been set for 2/10.*

KEY STAKE HOLDERS

RAILROAD

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

GEOTECHNICAL

- *The two Oregon on land borings will begin Feb 6th and a coordination meeting was held with Port staff to review the logistics of boing in the parking lot.*
- *The cultural resource monitoring has been coordinated with ODOT and the team is scheduled for the Feb 6th.*
- *Coordination with the tribes will work through ODOT but it is likely the PORT will be asked to fund the tribal monitoring costs.*

SURVEY

- *A sub-schedule for survey activities has been developed and attached. The activities will include development of a base map, verifying and setting control points, identification and mapping of exiting utilities, identification of jurisdictional ownership lines for ODOT, WSDOT and local agencies, location and mapping of Geotechnical Borings.*
- ***Week of January 23:*** *Field crew began search for right of way monuments and began topographic mapping on Washington side downstream of current bridge, between SR14 and the BNSR right of way. WSDOT RW maps requested from SW Region Surveyor.*
- ***Week of January 30:*** *Field crew will perform mapping checks on Oregon portion and search for RW monumentation on Oregon side of the bridge.*
- *Survey team is also developing a map that will show the jurisdictional boundaries for WSDOT and ODOT*

RIGHT OF WAY

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

PERMITTING

- ***SHPO Permit for Upland Work in Oregon*** – *This permit was issued on 1/19/23. CTOGR included some standard stipulations in their permit comments. The Oregon UPLAND boring work can proceed and is scheduled for next week.*
- ***USACE Permit*** – *USACE issued a provisional permit in late December. They will finalize the permit once DEQ provides the 401 C water quality certification. All SHPO/tribal coordination for the in-water and WA. borings has been completed by USACE.*

- **DEQ Permit** – The permit application was submitted to DEQ on 1/13/23. Expect DEQ to issue the 401 C in the next 2-3 months. As noted above, once DEQ issues their permit USACE will issued their final permit verification. USACE is just waiting on DEQ.
- **DSL Short Term Access Agreement** – This approval was issued in September 2022.
- **DSL No Permit Needed Letter** – This letter was issued January 18, 2023 confirming the work does not require a DSL Removal-Fill Permit.
- **WDFW Hydraulic Permit Approval** – The original HPA was modified with new project information and schedule on January 11th. The HPA includes several standard BMPs and notification requirements. Notification must be made at least three days prior to in-water work on WA. side.
- **City of White Salmon SEPA and SMP Exemption Letter** – The final letter from City confirming geotech work is exempt from SEPA and SMP was issued on January 23, 2023.
- **WDNR Aquatic Lands ROE Permit** – We received the requisite signatures from Klickitat Co. and Shin Jin Ko on February 2, 2023. We will submit the application (JARPA) to WDNR by COB February 3, 2023. Expect two months for DNR to issues the ROE permit.
- **NMFS Slopes V Compliance** - The USACE has determined that the work as proposed will result in No Effect on listed fish based on the standard BMPs to be included (SLOPES V BMPs) and the short duration, confined nature of the work. We were able to avoid getting NMFS involved.

When USACE issues the verification, it will also include the necessary ESA/NMFS compliance. The provisional verification discusses this and application of SLOPES V. So this task/compliance need will get completed when USACE issues the permit (without NMFS involvement), which will happen once the DEQ permit lands.

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

FINAL EIS/RECORD OF DECISION

- Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eislid=314171>
- 11/30 Update from Carol Sneed with ODOT indicated that ODOT has moved the completion date to the end of Dec from the starting expectation of Mid October. Stating they have been

impacted by activities on the Abernathy Bridge project that is under construction and training.

- *1/4 Update – ODOT has experienced recent impacts to existing bridge projects within ODOT has led to them having to increase environmental impacts post NEPA which has impacted cost and schedule significantly on these projects. These lessons learned have led to ODOT asking for an increased factor of safety on our project that will minimize the chance of our project needing an increased area. We are updating the project information to address these concerns and have a follow up meeting with ODOT on 1/13.*
- *A coordination meeting was held with ODOT on 1/13, where the NEPA and RBMC teams provided revised data to ODOT for the Biological Opinion. ODOT has updated the team that a meeting was held with FHWA on 1/19/23 but not update on the outcome of that meeting has been shared. Based on the outcome of the meeting on 1/19 ODOT will direct the NEPA team on how to proceed or if a follow up meeting is needed with FHWA. The outcome of these meetings will define how ODOT will move forward with the Biological Opinion. We will follow up with ODOT next week and have scheduled for them to attend the Feb 6th BSWG meeting and provide an update.*
- *ODOT held a coordination meeting with FHWA the week of 1/23 and will be scheduling a follow up meeting for the week of 1/30 with FHWA to discuss the material needed to advance the BO. WSP will provide the material for this meeting with FHWA on 1/30. Once this is complete ODOT can continue with the development of the BO. No schedule was provided on the completion of the BO.*
- *All BA modifications were provided to ODOT on 2/1. A meeting has been scheduled for 2/7 with FHWA and ODOT to determine the next steps.*
- *ODOT will be attend our Feb 6th BSWG meeting to update us on the schedule for the BA and FEIS and ROD.*

OTHER ITEMS

KEY MEETINGS

Date:	Subject:
1/24	Meeting with Umatilla Fish and Wildlife commission.



HOOD RIVER–WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
February 06, 2023



BRIDGE REPLACEMENT PROJECT

Bi-State Working Group Meeting Summary

Monday, January 23, 2023 | 2:00 p.m. – 4:00 p.m.
Port of Hood River – Via Zoom
1000 E Port Marina Drive, Hood River OR 97031

In Attendance:

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Catherine Kiewit (Mayor), City of Bingen; Marla Keethler (Mayor), City of White Salmon. Paul Blackburn (Mayor), City of Hood River.

Alternates: Arthur Babitz (Commissioner), Hood River County.

Staff/Consultants: Kevin Greenwood (Executive Director), Port of Hood River; Michael Shannon (Project Manager), HNTB; Jessica Pickul, JLA; Kary Witt, HNTB; Alice Hodge, JLA; Paul Huston, HNTB; Brian Munoz, HNTB; Steve Siegel, Siegel Consulting; Brad Boswell, Boswell Consulting.

Guests: Leslie Finnigan, Chuck Green, OTAK; M. Williams, WSDOT; Nathan Villeneuve; Tamara Schurian; Drew Clark; Mark, Hood River Resident.

Welcome

Michael Shannon called the meeting to order at 2:01 p.m.

Approval of Minutes

The Bi-State Working Group (BSWG) minutes for January 9 were approved by consensus.

Review Action Items

Michael Shannon, HNTB Project Manager, reported that Oregon Department of Transportation (ODOT) will be here on February 6 to provide an update on the Biological Opinion (BiOp). Shannon spoke to them last week about some changes related to temporary work. ODOT met with the Federal Highway Administration (FHWA), FHWA provided a list of things that need to be updated. WSP is working on the updates.

Commissioner Mike Fox inquired about the 106 Memorandum of Agreement (MOA). Shannon replied that the MOA needs to be sent to Yakama Nation and they need to sign off that everything has been addressed between the Treaty MOA and the 106 MOA.

Informational Items

- a. **Communications Update** – Alice Hodge, JLA, provided an update regarding the communications plan. Their goal is to repair and build trust with the community and inform them of what is happening. Hodge reviewed the media tools they will be using and noted that the website should be ready to launch by January 31. The BSWG requested that additional domain names be

purchased for the website. A discussion ensued regarding staff roles and workflow. Hodge concluded her presentation with an overview of topline messages from January-March.

- b. **Gorge-Ous Nights** – Shannon presented the proposed promotional products that will be handed out at Gorge-Ous Nights. Shannon confirmed attendance from the BSWG for Gorge-Ous Nights.
- c. **Public Comment** – Mark, Hood River Resident, asked if there would be a designated bike lane on the new bridge. Commissioner Fox replied that there would be a 12-foot lane for pedestrians and bicyclists. Mark asked if the new bridge would incorporate any kind of indigenous themes. Shannon commented that they will be meeting with the tribes, and they will be a part of the Aesthetics Committee. Mark asked if a flow turbine has been considered. Commissioner Fox commented that there is still time to discuss that option as they are just starting preliminary design.
- d. **Primary Place of Business (PPB)** – Shannon commented that this topic was brought forward from the last meeting and asked if further discussion was needed or if there was consensus to move forward with Oregon as the PPB. There was BSWG consensus to move forward with Oregon as the PPB but with a strong recommendation included in the Commission Formation Agreement (CFA) for the office to be in Washington for the first period of time. Shannon noted that on February 6, the final version of the CFA will be presented to the BSWG for direction to submit it to all six boards for approval.
- e. **Funding Finance & Tolling** – Shannon commented that the WSTC Traffic & Revenue Study presentation from January 18 and 19 is included in the packet. The RAISE Planning grant is currently in process by HNTB. There are four additional grants that they will be applying for in the next six months. Shannon summarized the current grant funding.
- f. **National Trade Association** – Commissioner Fox requested approval from the BSWG to start working with the National Trade Association. Commissioner Fox noted that they have an opportunity to submit a letter to their meeting in early February to possibly obtain a letter of support for the Bridge Replacement Project. There was Commission consensus to proceed with drafting a letter to submit to the National Trade Association.
- g. **Treaty MOA's** – Shannon reported that all draft MOA's have been submitted to ODOT. HNTB will be meeting with the Umatilla tribe tomorrow to do a project update. Shannon added that they have a letter of support from Yakama Nation, and they hope to obtain a letter of support from the other tribes as well. Kevin Greenwood, Executive Director, noted that another discussion topic for tomorrow's meeting is the toll waiver on the current bridge for all tribes and added that Yakama Nation is not opposed to the toll waiver.
- h. **RBMC** – HTNB had their first meeting regarding the development of Progressive Design Build Request for Proposal (RFP). The two Oregon on land borings will begin February 6. Shannon noted that there is a private parcel on the Washington side. HNTB has contacted the owner of the parcel and the owner has inquired about selling the lot. Shannon added that this will be discussed further in the upcoming BSWG meetings. Coordination has begun with Washington Department of Transportation (WSDOT) and ODOT to determine the jurisdictional limits for both agencies regarding Right of Way. A list of permitting items was included in the packet.

New Action Items

- a. Purchase additional domain names for Bridge Replacement website.
- b. Include recommendation in CFA regarding the PPB office location.
- c. Draft letter for National Trade Association.

Adjourn

Next meeting is on February 6. The meeting was adjourned at 4:17 p.m.

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APPROVAL DRAFT OF THE COMMISSION FORMATION AGREEMENT

Attached is a PDF of a redlined version of the proposed *BSWG Approval Draft* of the Commission Formation Agreement (CFA) and a clean WORD version. The redlined version shows the changes from Draft 3 that seem to be of most interest to BSWG. Many changes to Draft 3 were editorial in nature, do not appear to be of interest to BSWG, and are not shown in the attached redline to facilitate your review.

SUMMARY OF NOTABLE CHANGES FROM DRAFT 3

- **Name:** The name of the bi-state bridge authority is changed to Hood River-White Salmon Bridge Authority (the “Authority”) in Section 2.1, and throughout the document.
- **Primary Place of Business:** is designated in Section 2.3 as Hood River, Oregon 2.3. Section 2.3 improved to clarify that the principal headquarters office of the Authority can be in Oregon or Washington. As a result of making Oregon the Primary Place of Business, Section 3.1.c clarifies that the state laws generally applicable to the Authority are those of Oregon.
- **Criteria for Appointing Directors:** Section 4.3.d.ii was edited to better align with state statutes regarding who can be a public official. These laws change from time to time. So better to refer to the laws generally then to address specifically.
- **Removal from Office:** The draft retains the authority of the county commissions to remove a Director or Alternate from office, with or without cause, but adds the requirement that the county must notify the Authority in writing of the removal. While Draft 3 permitted the Board of the Authority to remove a Director for non-attendance, the approval draft deletes this provision. It appears best to have the Board recommend removal of a Director to the appointing county, and have the appointing county determine whether to remove or not.
- **Insurance:** At the request of the Hood River County Counsel, the insurance provisions in the CFA have been beefed-up. In particular, Section 6.3 has been added to clarify that appropriate insurance coverages must be maintained at all times. Exhibit C, Section 5.2.d.v proposes that the Port incorporate the liability insurance for the Authority in the Port budget until the Authority had a budget of its own (was in Draft 3). Exhibit C, Section 2 added to state that the Authority cannot hold its first Board meeting prior to obtaining appropriate liability insurance. Intention is to have liability insurance in place on July 1, 2023. Early discussions with the Special Districts Association of Oregon seem promising that the Authority can participate in its insurance pool.
- **Removed all References to Incompatible Office Issue:** In response to issues raised by Port Legal Counsel, Draft 3 included several provisions regarding whether sitting elected officials from other local governments could serve as a Director or Alternate. While this is not an issue under Oregon law, there was a belief it was an issue under Washington law. Since then, staff heard that neither the Hood River City Attorney nor the Klickitat County Prosecutor saw it as a problem. The designation of Oregon as the Primary Place of Business further mitigated concerns. As a result, all references to the issue in Draft 3 have been removed in this draft, including in Section 8.2.c; Exhibit B, Section 1.3; and Exhibit B, Section 7.2.

- **BSWG Co-Chairs as Ex Officio Members of Board, Interim Co-Chairs of the Board:** Exhibit B, Section 1.6 was edited for clarity and completeness. This draft continues to provide for the automatic appointment of the two BSWG co-chairs as Ex Officio Members of Board for a two year period. Draft 3 did not address what happens if a BSWG is appointed as a Director (and therefore would not also be an Ex Officio Member) or is unavailable. In the spirit of keeping equal representation from both sides of the river, the edit to Exhibit B, Section 1.6 fills the gap by allowing the applicable county in these circumstances to appoint another BSWG member, or, if that is not possible, another qualified person. Exhibit B, Section 3.1 continues to provide that the BSWG co-chairs that are on the Board, either as a Director or an Ex Officio Member, will serve as an interim co-chair of the Authority for the first six months. The edit to Exhibit B, Section 3.1 fills the gap of how this is handled if a BSWG co-chair is not on the Board.
- **Notice of Board Meetings:** Recall that Exhibit B are interim rules for the Authority, which are intended to facilitate the start-up of the Authority and revised by the Board as necessary. Exhibit B, Section 2.1 adjusts the location of where Authority meeting notices will be posted to recognize that the location of the Authority's office may be different than its Primary Place of Business. Exhibit B, Section 2.1.c added for consistency with Oregon law.
- **Requirement for a Written Affirmation before taking Office:** Section 4.8 added to require a Director or Alternate appointed by the county to execute a written affirmation before taking office. The written affirmation for the initial Directors and Alternates is shown in Exhibit B, Section 1.1, and may be revised by the Board as it elects.
- **Fiscal Year:** Section 12.3 added to provide that the fiscal year of the Authority runs from July 1st – June 30th. This aligns with Oregon law generally applicable to local governments.
- **Technical Change:** the term “enact” has been changed to adopt in Section 4.3, and elsewhere, at request of Hood River County Counsel.

**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY** (this “Agreement”) is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Hood River-White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the “Existing Bridge”), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the “Replacement Bridge”).
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the “Oregon Act”) and Chapter 89, Washington Laws of 2022 (the “Washington Act”) became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the “2022 Acts.”)
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the “Charter”) charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

- c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

- 1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.
- 1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the Hood River-White Salmon Bridge Authority

- 2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the Hood River-White Salmon Bridge Authority (the "Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.
- 2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.
- 2.3. The Primary Place of Business of the Authority shall be in Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the Applicable Laws set forth in Section 3.1 shall not be affected by any relocation of the principal headquarters office.

3. Applicable Laws and Rules

- 3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:
 - a. The 2022 Acts;
 - b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;
 - c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law; and
 - d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.
- 3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.
- 3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.

- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the "Board") consisting of six voting members (the "Directors"), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate ("Alternate") for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
 - a. Be consistent with the requirements of this Charter;
 - b. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - c. Require Directors and Alternates to be appointed by a resolution adopted by the county commission; and
 - d. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/ environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor's term expires.
- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission. Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.

- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.
- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board ("Ex Officio Members") for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements, and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
 - a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and
 - h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.
- 6.3. The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering

into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.

- 6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

- 7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.
- 7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.
- 7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

- 8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.
- 8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:
 - a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
 - b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.
 - c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has declared a conflict of interest. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.

- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

- 10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

- 10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

- 11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

- 11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.
- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

- 12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.
- 12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.
- 12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

- 13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.
- 13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.
- 13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:
- a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
 - b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
 - c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

- 14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.
- 14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

- 15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
- b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and
- c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.

- 17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:
- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
 - b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.
 - c. Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
 - d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

- 18.1. Effective Date: This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.
- 18.2. Definitions: Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.
- 18.3. Relationship of Parties: Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.
- 18.4. No Competing River Crossings: Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.

- 18.5. Laws and Regulations: The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. Exhibits: All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. Amendments: Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.
- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment. No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the Authority shall mutually agree upon a mediator, and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one

arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.

18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN

FOR THE CITY OF HOOD RIVER

Mayor Catherine Kiewit, City of Bingen

Mayor, Paul Blackburn, City of Hood River

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney

FOR THE CITY OF WHITE SALMON

FOR HOOD RIVER COUNTY

Mayor Marla Keethler, City of White Salmon

Chair Jennifer Euwer, Hood River County

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

County Counsel

FOR KLICKITAT COUNTY

FOR THE PORT OF HOOD RIVER

Chair Dan Christopher, Klickitat County

Date: _____

Approved as to form:

County Counsel

President Ben Sheppard, Port of Hood River
Commission

Date: _____

Approved as to form:

Port General Counsel

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**EXHIBIT A
DEFINITIONS**

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director's absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **"Construction" or "construct"** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

- u. **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.
- v. **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.
- w. **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.
- x. **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.
- y. **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.
- z. **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.
- aa. **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;
- bb. **Operate** or **Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.
- cc. **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.
- dd. **Oregon Act** has the meaning set forth in Recital D.
- ee. **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively "Parties").
- ff. **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.
- gg. **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term 'project sponsor' and designations of similar import such as local lead agency, applicant, or responsible party.
- hh. **Port** means the Port of Hood River, a port district under Oregon law.
- ii. **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.
- jj. **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

- kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge
- ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.
- mm. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.
- nn. **Washington Act** has the meaning set forth in Recital D.

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Exhibit B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void, and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.

- 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state, and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.

4. **Actions of the Board:**

- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:

- a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
- b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
- c. An ordinance shall take effect on the 30th day after the date of its adoption, unless the ordinance specifies a later effective date.

- 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published, and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.

- 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published, and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.

- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. **Procurement and Contracting**

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

- 9.1. The Executive Director is authorized to:
 - a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
 - b. Report at meetings of the Board on the activities of the Authority;
 - c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
 - d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
 - e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, taking into account the results of any traffic and revenue studies prepared by qualified consultants,
 - f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
 - g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

**Exhibit C:
Intergovernmental Transition Plan**

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties
 - 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
 - 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall consult with the Parties situated within the county regarding the role of the Parties in the nominating process.
 - 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
 - 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.
- 2.** Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.
- 3. Capitalization of Authority**
- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

- 3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

- 4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:
- a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
 - b. Subject to any federal or state agency approvals, and Port approval, incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
- a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to temporarily or permanently fill the vacant position; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
 - iii. Procure supplies or equipment needed by the Authority, if any.
 - iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
 - v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
 - vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.
- 5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.

**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE ~~MID-COLUMBIA BRIDGE COMMISSION~~ HOOD RIVER-WHITE SALMON BRIDGE
AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE ~~MID-COLUMBIA BRIDGE COMMISSION~~ HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY** (this "Agreement") is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Hood River-White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the "Existing Bridge"), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the "Replacement Bridge").
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the "Oregon Act") and Chapter 89, Washington Laws of 2022 (the "Washington Act") became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the "2022 Acts.")
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the "Charter") charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by

rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

- c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

- 1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.
- 1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the ~~Bi-State~~ Hood River-White Salmon Bridge Commission Authority

- 2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the ~~Mid-Columbia Bridge Commission~~ Hood River-White Salmon Bridge Authority (the "~~Commission~~ Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.
- 2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.
- 2.3. The Primary Place of Business of the Authority shall be in ~~[TBD]~~ Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the ~~Primary Place of Business for the purpose of determining the~~ Applicable Laws set forth in Section 3.1 shall not be affected by any ~~such relocation of the principal headquarters office.~~

3. Applicable Laws and Rules

- 3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:
 - a. The 2022 Acts;
 - b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;
 - c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law ~~the [TBD] Oregon Revised Statutes/Revised Code of Washington~~; and
 - d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.
- 3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.

- 3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.
- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the "Board") consisting of six voting members (the "Directors"), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate ("Alternate") for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each ~~enact~~adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
 - a. Be consistent with the requirements of this Charter;
 - b. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - c. Require Directors and Alternates to be appointed by a resolution ~~enacted~~adopted by the county commission; and
 - d. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) ~~was convicted of felonies~~ not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/ environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor's term expires.

- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission. ~~The Board may remove a Director from office if the Director has three or more consecutive absences for Regular Meetings of the Board, unless excused in accordance with Commission rules, and the Board declares the position vacant.~~ Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.
- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.
- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board ("Ex Officio Members") for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements, and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
- a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and

- h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.

6.3. The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.

6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.

7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.

7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.

8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:

- a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
- b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.

- c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has declared a conflict of interest ~~or conflict of duties and responsibilities with another public office held by the Director~~. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.

- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

- 10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

- 10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

- 11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

- 11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.

- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.

12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.

~~12.2.~~ 12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.

13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.

13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:

- a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
- b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
- c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.

14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
 - b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and
 - c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.
- 17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:
- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
 - b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.
 - c. ~~Only use electronic toll collection system technology for toll collection purposes.~~ Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
 - d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

18.1. Effective Date: This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.

18.2. Definitions: Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.

- 18.3. Relationship of Parties: Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.
- 18.4. No Competing River Crossings: Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.
- 18.5. Laws and Regulations: The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. Exhibits: All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. Amendments: Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.
- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment. No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the

Authority shall mutually agree upon a mediator, and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.

18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN

FOR THE CITY OF HOOD RIVER

Mayor Catherine Kiewit, City of Bingen

Mayor, Paul Blackburn, City of Hood River

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney

FOR THE CITY OF WHITE SALMON

FOR HOOD RIVER COUNTY

1-30-23

Mayor Marla Keethler, City of White Salmon

Date: _____

Approved as to form:

City Attorney

FOR KLICKITAT COUNTY

Chair Dan Christopher, Klickitat County

Date: _____

Approved as to form:

County Counsel

BSWG ARPROVAL DRAFT

Chair Jennifer Euwer, Hood River County

Date: _____

Approved as to form:

County Counsel

FOR THE PORT OF HOOD RIVER

President Ben Sheppard, Port of Hood River
Commission

Date: _____

Approved as to form:

Port General Counsel

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**EXHIBIT A
DEFINITIONS**

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director's absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **"Construction" or "construct"** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

~~u.~~ **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.

~~v.~~ **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.

~~w.~~ **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.

~~x.~~ **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.

~~y.~~ **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.

~~z.~~ **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.

~~aa.~~ **Multi-Office Holder** has the meaning set forth in Section 7.2 of the Interim Rules.

~~ab.~~ **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;

~~ac.~~ **Operate** or **Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.

~~ad.~~ **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.

~~ae.~~ **Oregon Act** has the meaning set forth in Recital D.

~~af.~~ **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively "Parties").

~~ag.~~ **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.

~~ah.~~ **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term 'project sponsor' and designations of similar import such as local lead agency, applicant, or responsible party.

~~ai.~~ **Port** means the Port of Hood River, a port district under Oregon law.

~~aj.~~ **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.

~~ak.~~ **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

~~jj~~kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge

~~kk~~ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.

~~mm~~nn. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.

~~nn~~nn. **Washington Act** has the meaning set forth in Recital D.

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Exhibit B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void, and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, ~~(ii) a Director abstains due to an incompatibility between the duties and obligations it owes to the Commission and those it owes to another public position held by the Director,~~ or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the ~~unless a co chair of the~~ Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. ~~under Section 1.1 of the Intergovernmental Transition Plan declines to serve as an Ex Officio Member of the Board, or is appointed as a Director or Alternate, the co chairs of the disbanded Bi State Working Group shall serve as Ex Officio Members of the Board until June 30, 2025, unless such date is modified by the Board or unless a co chair resigns or is removed by the Board prior to June 30 2025.~~ If a former co-chair of the Bi-State Working Group is unavailable for any reason ~~is appointed as a Director, declines to serve as an Ex Officio Member, resigns, or is removed from office,~~ then the Board ~~applicable county commission~~ may designate as an Ex Officio

Member any other former member of the Bi-State Working Group who, if available, resides in the same state as the vacant office residing in the county. If no such former member of the Bi-State Working Group is available to serve as the Ex Officio Member, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. **Board Meetings:**

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:
 - a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website, Klickitat County, and/or Hood River County, as agreed upon, until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River, Klickitat County, and/or Hood River County, as agreed upon, until the Authority establishes a specific location for its Primary Place of Business headquarters office, and thereafter at the Primary Place of Business headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
 - a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. **Board Officers**

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced

pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.

- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.
 - 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state, and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.
4. **Actions of the Board:**
- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:
 - a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
 - b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
 - c. An ordinance shall take effect on the 30th day after the date of its adoption, unless the ordinance specifies a later effective date.
 - 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published, and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.
 - 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published, and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.
- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. Procurement and Contracting

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.
- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

~~7.2. Directors, Alternates, Ex Officio Members, and members of committees of the Commission may hold other public offices (a "Multi Office Holder"), unless the Applicable Laws expressly prohibit the simultaneous holding of the specific positions held by the Multi Office Holder*. If a Multi Office Holder encounters an act of the~~

~~Commission that may cause conflicting public duties and responsibilities by virtue of holding multiple public positions, the Multi-Office Holder shall promptly notify in writing the Commission's Executive Director and Legal Counsel, after Commission Legal Counsel is retained, of the nature of its conflicting duties and responsibilities, and describe the course of action proposed by the official to address the matter. Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The Multi-Office Holder shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.~~

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.
- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

- 9.1. The Executive Director is authorized to:
 - a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;

- b. Report at meetings of the Board on the activities of the Authority;
- c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
- d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
- e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, taking into account the results of any traffic and revenue studies prepared by qualified consultants,
- f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
- g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

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**Exhibit C:
Intergovernmental Transition Plan**

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties
 - 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
 - 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall each consult with the Parties situated within the county as to the role of the Parties in the nominating process.
 - 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
 - 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.
- 2.** Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.
- 3. Capitalization of Authority**
- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

- 3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

- 4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:
 - a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
 - b. Subject to any federal or state agency approvals, and Port approval, incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
 - a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to temporarily or permanently fill the vacant position; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
 - iii. Procure supplies or equipment needed by the Authority, if any.
 - iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
 - v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
 - vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.
- 5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.



Replacing the Hood River Bridge Can't Wait

2023 Policy & Budget Request

This investment is critical to the Columbia River Gorge's economy, safety and resiliency.



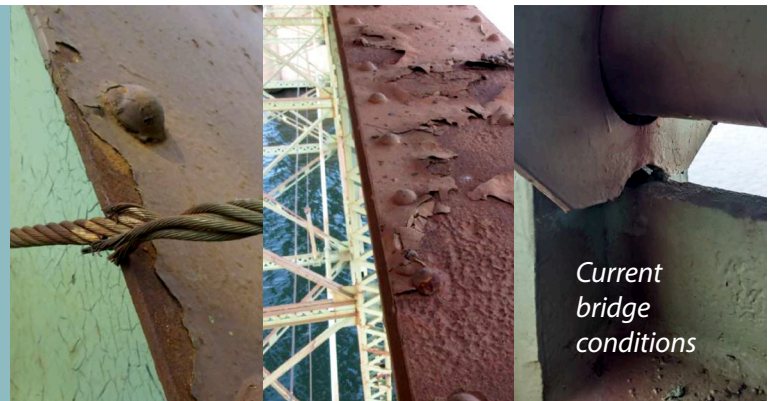
Support SB 431 for \$125 million from Oregon to construct a new bridge.

The Hood River-White Salmon Bridge was just rated a six out of 100. It is a critical connection for our bistate Gorge communities and is functionally obsolete and structurally deficient.

For commerce, it is a vital link between the agricultural heartland and the ocean ports in the Pacific Northwest. For locals, it is an essential link for daily access to jobs, childcare, school and medical services.

Vital to a thriving bistate economy

- **4.5 million** trips across the bridge annually.
- **3 million tons** of wheat and barley, and significant amounts of petroleum and wood products are transported along the river annually.
- **55%** of bridge users are Washington residents and **45%** are Oregon residents.



Our current crisis

Not built for today or the future. With narrow lanes, weight restrictions, no shoulders, hazardous barge navigation, and no bike or pedestrian path, the bridge does not meet our current needs and impacts disadvantaged communities.

The FHWA rated the bridge a 6 out of 100 for resiliency in 2022. It is at the end of its serviceable life and the Port of Hood River estimates it needs nearly \$100 million to repair and maintain the bridge in its current state.

Can't accommodate the region's growing economy. The bridge is weight and size restricted for modern freight trucks. This means that standard freight trucks must detour at least 50 miles to access the interstate highway system resulting in time and money lost for local businesses.

A navigational nightmare for marine freight. The bridge is the most challenging passage for marine barge operators on the Columbia River. This slows down the movement of freight resulting in time and money lost.

A critical emergency link. The bridge is a critical regional link during emergencies such as the Eagle Creek Fire in 2017. It's also the fastest way for Washington residents in the Gorge to access life-saving medical care like giving birth or surgery in Oregon.

A seismic disaster. The current bridge will not withstand a major earthquake. If this happens, the Washington communities in the Gorge may be cut off from emergency services and aid from Oregon.

What can the Legislature do right now to ensure the Gorge's economic vitality, safety and resiliency?



Support SB 431 for \$125 million from Oregon to construct a new bridge.



Strong bistate support for a new bridge

The Port of Hood River and the Bistate Working Group, an intermediary discussion body made up of elected officials from mid-Columbia region, currently manage bridge replacement efforts. In 2023, a new bistate government agency, the Hood River-White Salmon Bridge Authority will manage the project and will own and maintain the new bridge after completion. This new agency's board of commissioners will have equal representation from Oregon and Washington allowing decision-making power on the new bridge for both sides of the river.

There is strong support for replacing the current bridge from many of Washington and Oregon's elected officials, business and community leaders, environmental groups and Native nations in the Gorge region.

Where we are now & next steps

We are actively working with ODOT and regional Tribes to complete the Environmental Impact Study and Tribal Memorandum of Understandings. The project team expects a Record of Decision (ROD) in early 2023, which will complete the planning process.

With the \$75 million Move Ahead Washington grant, we will be able to move forward with a Progressive Design Build contract in late 2023. Pending funding, the new bridge should be in place by the end of 2029.

New bridge design & benefits

- **Fully accommodate freight.** Removing weight and size restrictions will reduce shipping delays and support a thriving economy.
- **Safer navigation.** The new design will accommodate multiple marine freight vessels safely.
- **Seismically resilient.** This will ensure the bridge will remain a critical connection for the Gorge during a major earthquake.
- **More equitable and accessible.** New separated bicycle and pedestrian facilities will increase equity, access and tourism.
- **Environmental benefits.** A storm water collection system will eliminate direct runoff from vehicles into the Columbia River.



City of Bingen





Replacing the Hood River Bridge Can't Wait 2023 Policy & Budget Request

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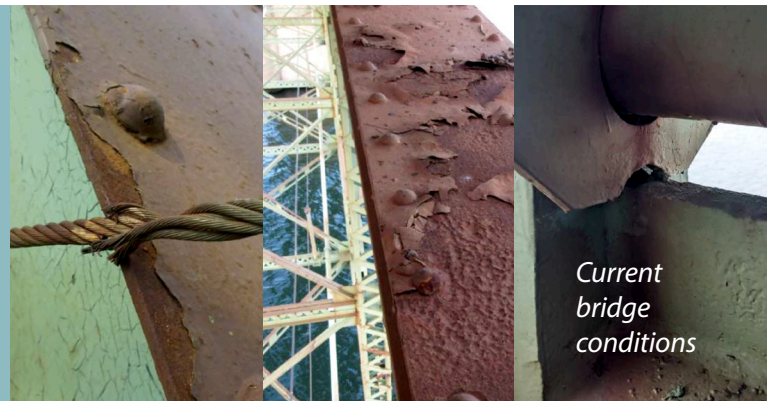
- ✓ Allocate Move Ahead Washington funding (\$75 million): \$30 million in the proposed 2023–25 biennial budget and \$45 million in the proposed 2025–27 biennial budget.
- ✓ Funding request for additional \$50 million in 2025–27 biennial budget

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Funding request for additional 50 million in 2025-27 biennial budget



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There is strong support for replacing the current bridge from many of Washington and Oregon's elected officials, business and community leaders, environmental groups and Native nations in the Gorge region.

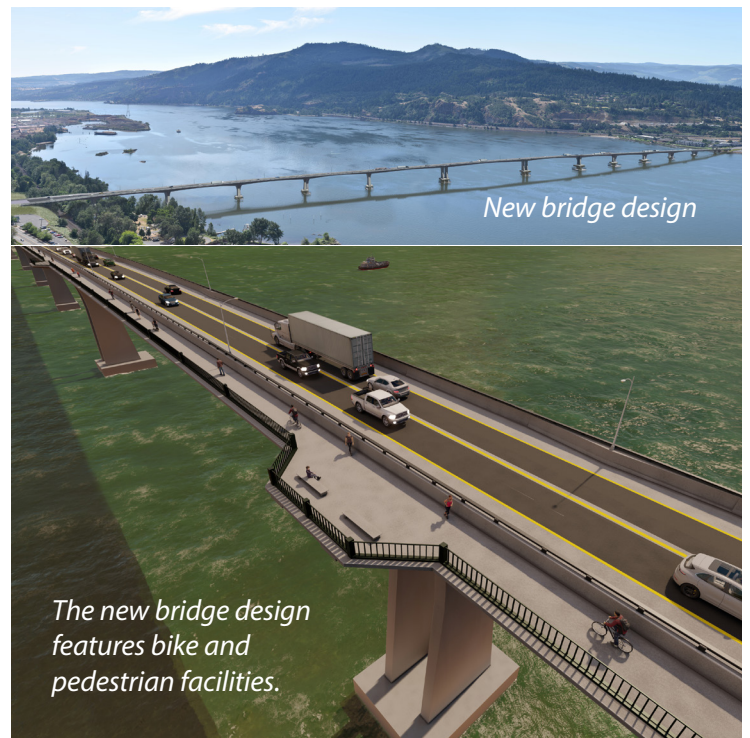
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City of Bingen



Senate Bill 431

Sponsored by Senator BONHAM, Representative HELFRICH; Senators FINDLEY, GORSEK, HANSELL, Representatives LEWIS, MCLAIN, PHAM K (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Appropriates moneys from General Fund to Department of Transportation for distribution to Port of Hood River for construction of Hood River-White Salmon Interstate Bridge.
Declares emergency, effective July 1, 2023.

A BILL FOR AN ACT

1
2 Relating to the Hood River-White Salmon Interstate Bridge; and declaring an emergency.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1. In addition to and not in lieu of any other appropriation, there is appropri-**
5 **ated to the Department of Transportation, for the biennium beginning July 1, 2023, out of the**
6 **General Fund, the amount of \$125,000,000, for distribution to the Port of Hood River to con-**
7 **struct the Hood River-White Salmon Interstate Bridge.**

8 **SECTION 2. This 2023 Act being necessary for the immediate preservation of the public**
9 **peace, health and safety, an emergency is declared to exist, and this 2023 Act takes effect**
10 **July 1, 2023.**

11

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

Hood River-White Salmon Bridge Replacement

DRAFT Communications Content – February 3, 2023

Distribution:

- Project website news entry and featured on homepage
- Social media post
- Email newsletter to stakeholders
- Port website entry
- (Media release TBD)

Publication date: As soon as approved

Review Process:

- Drafted by JLA (*complete*)
- Technical review by Mike S (*complete*)
- Team review by Mike F, Marla, Genevieve (*complete*)
- Revisions (*complete*)
- BSWG review (*in Friday, Feb. 2 packet*)
- Revisions from BSWG feedback, if needed
- Published by JLA

[Title] Bridge Project Update from Commissioner Fox

[Preview Text] Port Commissioner and Bistate Working Group Chair Mike Fox recounts the Bridge Replacement Project accomplishments and milestones in 2022.

[Full text]

Building large infrastructure like a mile-long bridge takes time, but the Hood River Bridge Replacement project has been moving faster over the past 18 months. We have both a cost estimate and schedule for design and construction. We also found a way to move up the opening date by a year if we're able to secure funding soon. Pending funding and a Final Environmental Impact Statement, everything is in place to move forward.

2022 accomplishments and project highlights:

We have a dedicated team committed to the bridge replacement.

- We conducted a nationwide competition to find a consultant — a Replacement Bridge Management Consultant, or RBMC. We selected HNTB last summer.

Work has started on bridge design preparation for construction.

- In early fall last year, we started preliminary design and this February, geotechnical testing of the bedrock and soils will start. Both steps will inform contract specifications for the final design/construction contractor. We expect to award that contract in late 2023.

- We hosted an Industry Day for potential Design and Construction contractors. Over 80 people participated, and we held more than 20 one-on-one meetings with designers and contractors who expressed further interest in pursuing the project.
- We agreed on a contracting strategy and selected a Progressive Design Build-type contract which will give us the most flexibility.

We are working closely with project partners and tribal leaders to move forward successfully.

- We're working out memoranda of agreements with four impacted treaty tribes; the Confederated Tribes of Umatilla Indian Reservation and the Confederated Tribes of Warm Springs in Oregon, and the Confederated Tribes and Band of the Yakama Nation in Washington, and the Nez Perce Tribe in Idaho.
- Our management consultant is working closely with the Bistate Working Group and the Port of Hood River to make balanced decisions for projects next steps.
- We heard from nearly 2,000 community members on where the new Hood River-White Salmon Bridge Authority should locate its primary place of business. Oregon was selected.
- We have launched a new website, hoodriverbridge.org, where we will provide updates on the project and our community can provide feedback.

We took several steps to secure funding for the bridge replacement.

- Future tolls unfortunately are needed to help pay for the new bridge. Washington state is studying toll revenues to help us understand how much of a loan we'll be able to afford depending upon various toll rates.
- We wrote and submitted numerous grant applications in 2022.
- We made two trips to the nation's capital to discuss the need for a new bridge with our federal senators and representatives and with the U.S. Department of Transportation.
- We hosted several meetings with state representatives, including a half-day conference with 30 state-level representatives from Oregon and Washington to help them better understand the need for a new bridge.
- We had 18 one-on-one meetings with Oregon elected officials discussing the project and the importance of funding this project.
- We changed our funding approach by applying for larger federal grants of \$100 to \$200 million to help fund construction to build on the several \$5 million planning grants already received.

This is a real project with recognition from both states and the federal government. We're speeding things along wherever we can, and we're very mindful of cost impacts.

Looking forward into 2023, I'm optimistic we will secure state and federal funding, finalize the Environmental Impact Statement, receive our Record of Decision, and move forward with design and construction. We are proceeding with getting necessary contracts in place by the end of this year. I'd like to see construction operations building foundations in the water by early 2025. By getting all necessary steps in order, we can get the new bridge in place by the end of 2029.



Mike Fox, Port of Hood River Commissioner and Secretary, also serves as the Chair of the Bistate Working Group. Commissioner Fox was elected to the Port Commission in 2021 after retiring from a 45-year career in mega infrastructure engineering and construction in 2017. His family has lived in the Hood River Valley for five generations since 1893 and he is a proud husband with three grown children and three grandchildren.

DRAFT

The Port of Hood River

FOR RELEASE ON FEB. 7, 2023

Feb. 3, 2023

Contact:

Michael Shannon, *Hood River Bridge Replacement Project Director*
425-577-8071, mwshannon@hntb.com

Bipartisan Oregon legislation introduced to fund replacement bridge

Hood River, OR – A new bipartisan bill introduced to the Oregon Legislature, Senate Bill 431, aims to provide \$125 million in state funding for the construction of a new Hood River-White Salmon Bridge. The new bridge will replace the nearly 100-year-old steel structure currently connecting the mid-Columbia communities. The bill is sponsored by Senator Daniel Bonham and Representative Jeff Helfrich along with co-sponsors Senators Findley, Gorsek, and Hansell, as well as Representatives Lewis, McLain, and Pham K. These sponsors are working to get the bill passed and secure Oregon state funding for the new bridge. The bill is scheduled for a hearing on Tuesday, February 7, in front of the Joint Transportation Committee.

Recent feedback from the U.S. Department of Transportation emphasizes the importance of securing state funding to strengthen federal grant applications. If the funding represented in the bill is approved, it will provide the necessary state funding from Oregon and will support the process of obtaining additional funding from the federal government.

Senate Bill 431 is sponsored by representatives from across the political spectrum, including both Republicans and Democrats. The sponsors represent a diverse range of regions in the state, including both rural and urban areas, from Hood River and Troutdale to Hillsboro and Outer SE Portland, as well as Umatilla County in the northeast corner of the state and Senate District 30 which covers the southeast quadrant of the state. “This bipartisan and regional representation demonstrates broad support for funding the new Hood River-White Salmon Bridge,” said project director Michael Shannon. “It is also reflective of the unanimous support for the project in the local Gorge constituencies.”

Replacement project representatives will attend the annual “Gorge-ous Night in the Capitols” events, hosted each year by Gorge regional legislators in Salem and Olympia, along with elected officials, business owners and community members from the Columbia Gorge area. The Olympia event is scheduled for February 8 and the Salem event is scheduled for the following week, on February 15.

“We encourage our local Oregon residents to contact their state elected officials and reiterate the importance of this project to our region. Passing Senate Bill 431 will realize a big piece of the puzzle in terms of secured funding from both states,” said Port Commissioner Mike Fox, who also serves as Chair of the Bistate Working Group.

Large infrastructure projects like this are usually funded by a combination of federal and state grants and loans. Federal grants can only pay for up to 80% of a project and are highly competitive because there are more projects around the country than available funding. State funding is complex because the bridge spans two states, Oregon and Washington. Loans are government-backed, low-interest, and usually taken out against project-related revenue streams, such as tolls.

In the fall of 2021, design and construction costs for the new bridge were estimated at \$500 million. The project team now forecasts the cost at \$520 million. The original forecast accounted for 4% inflation per year, however, inflation in 2022 was 8% — and for some materials, even higher. If current inflation rates continue, the cost for the bridge is expected to increase by \$20 million per year. This emphasizes the need to advance the project as soon as possible.

Currently, the project has secured \$95 million in funding. Out of that \$95 million, \$80 million came from Washington through a \$75 million allocation as part of the Move Ahead Washington funding plus an additional \$5 million grant. The remaining \$15 million was received through three different opportunities worth \$5 million each: an American Rescue Plan grant through Oregon, a federal Better Utilizing Investments to Leverage Development grant and a 2017 Oregon grant that has been spent. These funds are being used to complete the planning phase of the project and begin the design and construction phases of the project.

Find more information at: <https://portofhoodriver.com/bridge/bridge-replacement-project/> # # #

Hood River-White Salmon Bridge Replacement

FINAL Communications Content – February 3, 2023

Distribution :

- Project website news entry and featured on homepage
- Social media post
- Email newsletter to stakeholders
- Port website entry

Publication date: As soon as approved

Review Process:

- Drafted by JLA (*complete*)
- Technical review by Nathan, Scott, Mike S (*complete*)
- Team review by Mike F, Marla (*complete*)
- Revisions (*complete*)
- BSWG review (*in Friday, Feb. 2 packet*)
- Revisions from BSWG feedback, if needed
- Published by JLA

--DRAFT--

Title: Ground Testing for New Bridge to Begin in February

Preview Text:

The first phase of geotechnical engineering for the new bridge is getting underway in February with the collection of rock and soil samples at the Port of Hood River property.

Full Text:

This February, crews will begin drilling work to collect samples of soil and rock from the Oregon side of the Columbia River where the new Hood River-White Salmon Bridge will be built. This work is essential to understanding the geology of the land and for identifying any concerns with what's underground before a bridge design is finalized. Current bridge designs have been developed to the needed planning level as required for the Environmental Impact Statement. The drilling results will also help inform the seismic needs for the new bridge.

To understand the ground conditions, geotech crews plan to drill from about 70 to 120 feet below the ground surface and will create core samples with two borings and two cone penetration tests (CPTs).

What to expect

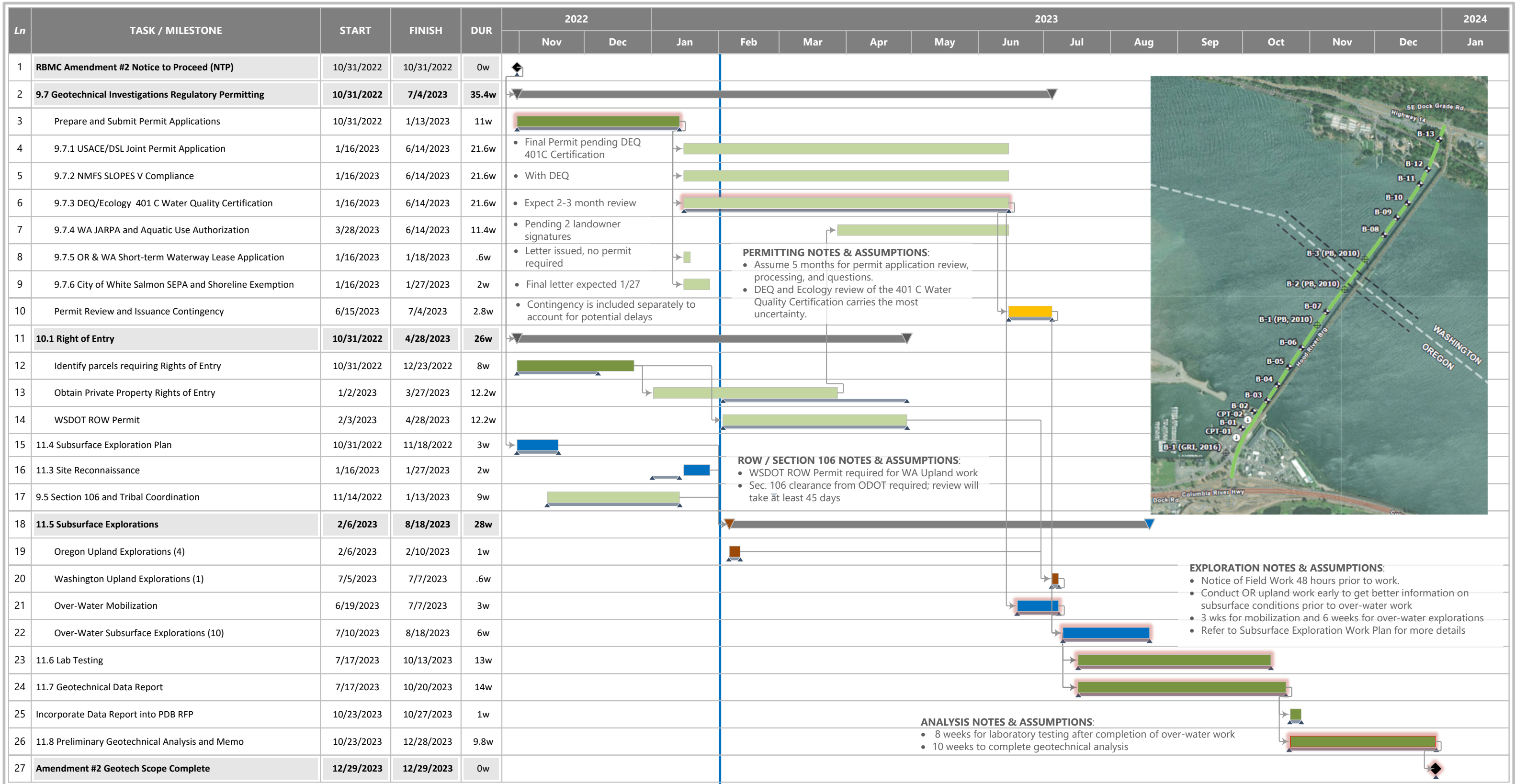
- Drilling work will take place during the daytime between 7:30 a.m. and 5:30 p.m.

- Work is scheduled to begin Monday, Feb. 6 and is anticipated to last through Friday, Feb. 10, 2023.
- Drilling work requires large equipment, and you may hear some noise during work hours; no nighttime work or noise is expected.
- All drilling will occur at the Port of Hood River property for now. Future phases will explore ground conditions at other locations in both Oregon and Washington.



Geotechnical Subsurface Explorations Schedule

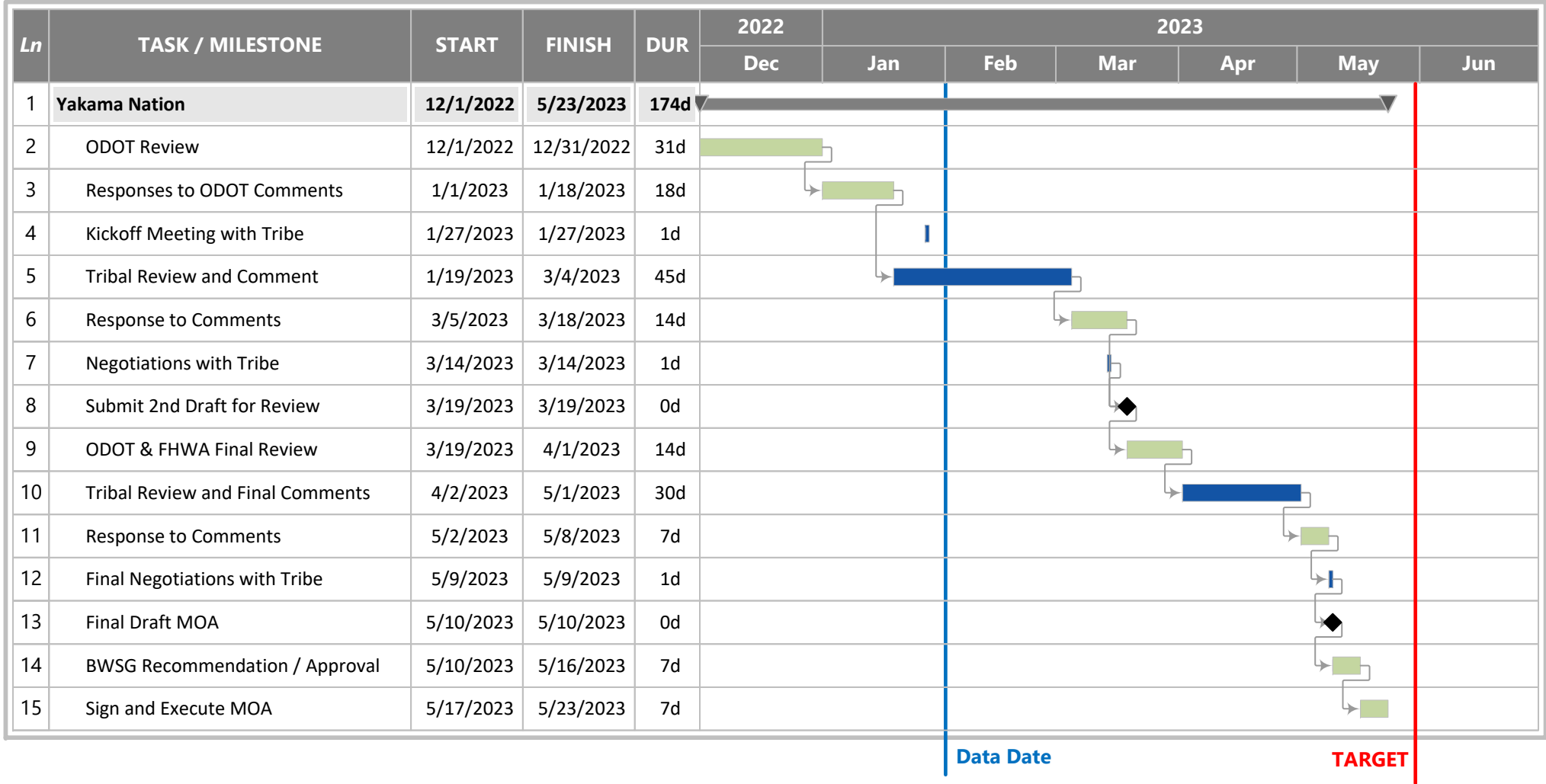
Schedule Date: 02/01/2023



Data Date

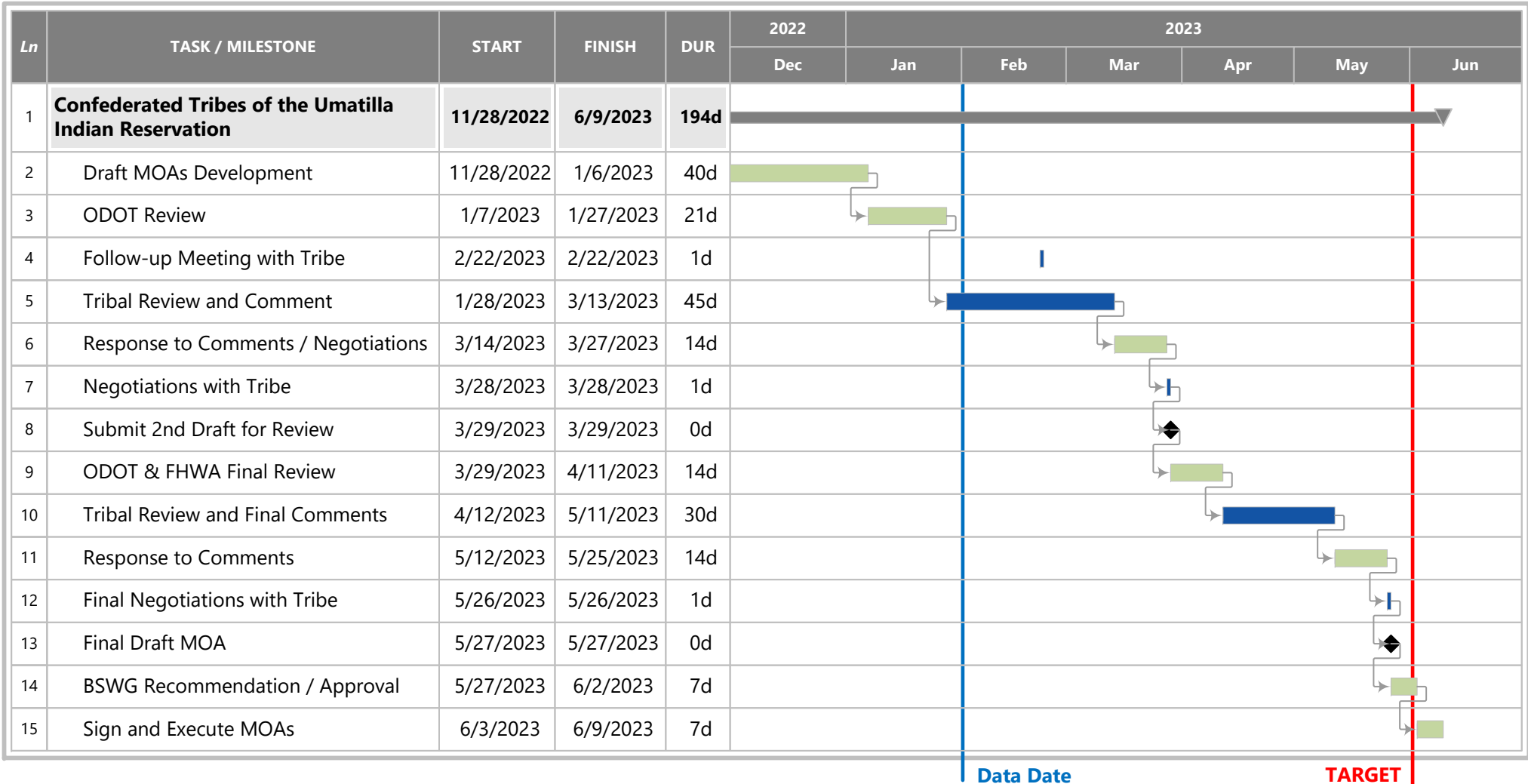
Treaty MOA Development – Yakama Nation

Schedule Date: 02/01/2023



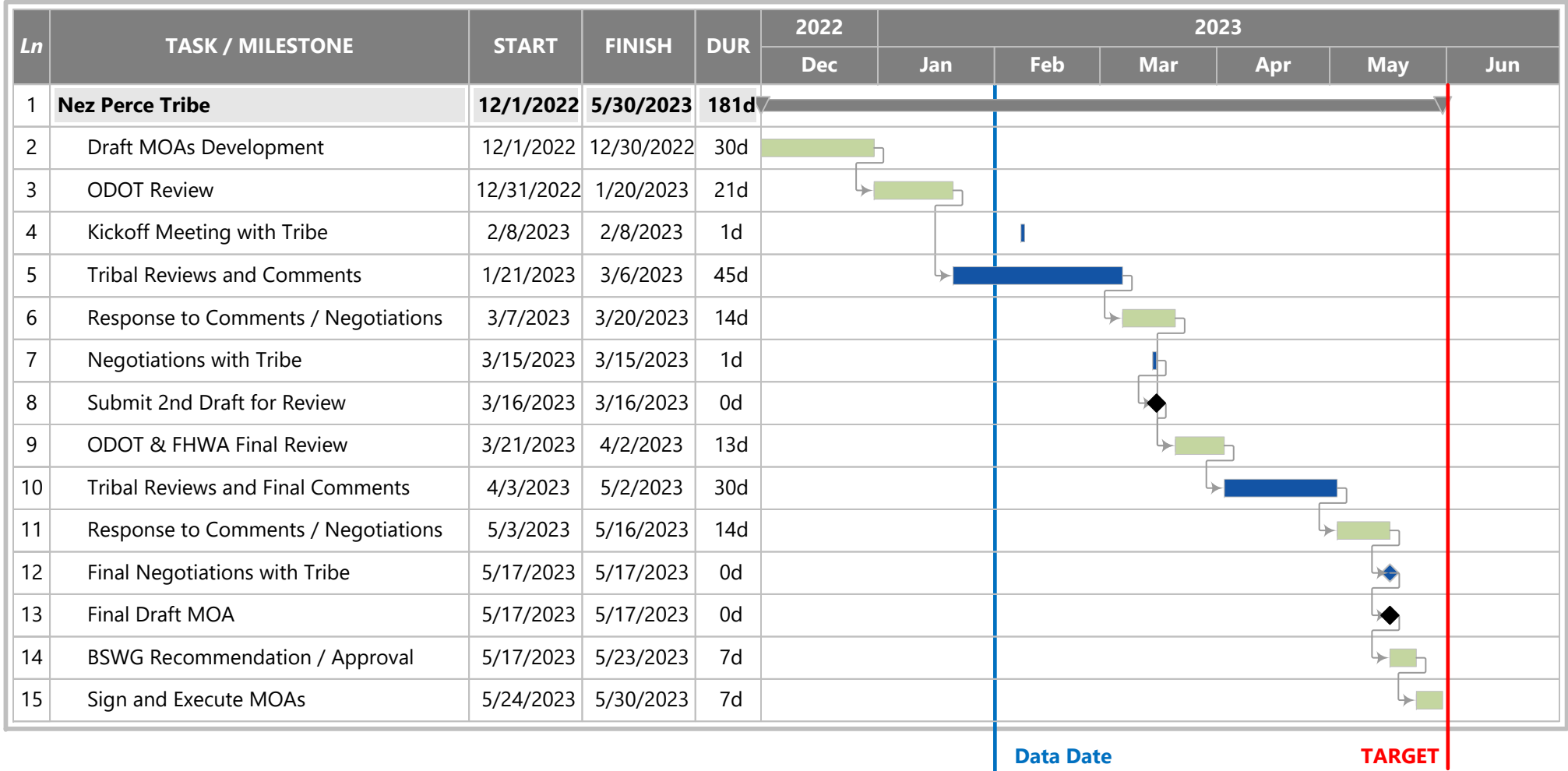
Treaty MOA Development – CTUIR Schedule

Schedule Date: 02/01/2023



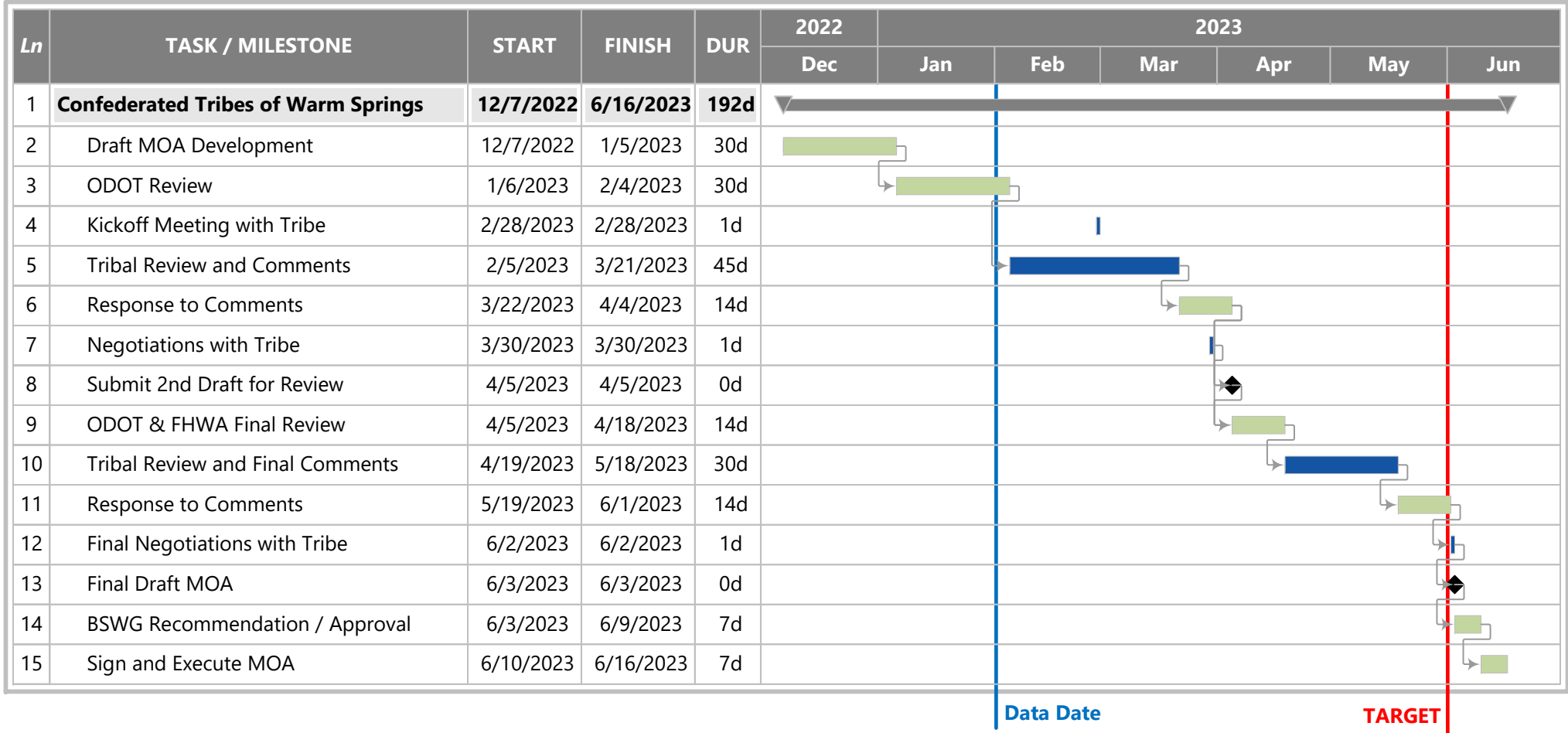
Treaty MOA Development – Nez Perce Tribe

Schedule Date: 02/01/2023



Treaty MOA Development – Warm Springs

Schedule Date: 02/01/2023



Progressive Design-Build Procurement – Summary Schedule

Schedule Date: 02/01/2023

Ln	TASK / MILESTONE	START	FINISH	DUR	Task Owner	2023												2024		
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	PDB Procurement - Notice to Proceed (NTP)	1/9/2023	1/9/2023	0w																
2	RFP Development	1/18/2023	10/31/2023	40.6w																
3	Initial Development	1/18/2023	3/24/2023	9.6w																
4	Kick-off Meeting	1/18/2023	1/18/2023	.2w	Project Manager															
5	Develop Template	1/19/2023	2/3/2023	2.4w	Procurement Lead															
6	Develop and Compile Attachments, Exhibits, & References	1/19/2023	3/1/2023	6w	RFP Authors															
7	Prepare Draft RFP	2/6/2023	3/10/2023	5w	RFP Authors															
8	Technical Edit	3/13/2023	3/24/2023	2w	Tech Editor															
9	Preliminary Review	3/27/2023	4/17/2023	3.2w																
10	Develop PDFs and Distribute for Review	3/27/2023	3/29/2023	.6w	Procurement Lead															
11	Preliminary Review Period	3/30/2023	4/12/2023	2w	RFP Authors/Project Team															
12	Compile Comments, Distribute to RFP Authors	4/13/2023	4/17/2023	.6w	Procurement Lead															
13	Revision 1	4/18/2023	6/16/2023	8.6w																
14	Resolve Comments and Incorporate Revisions	4/18/2023	5/15/2023	4w	RFP Authors															
15	Technical Edit	5/16/2023	5/25/2023	1.6w	Tech Editor															
16	QC Process and QA Audit	5/26/2023	6/15/2023	3w	QC Checkers/RFP Authors															
17	Submit Attachments, Exhibits, & References	6/16/2023	6/16/2023	0w	RFP Authors															
18	Final Review	6/16/2023	7/14/2023	4.2w																
19	Develop PDFs and Distribute for Review	6/16/2023	6/20/2023	.6w	Procurement Lead															
20	Agency and Internal Team Review	6/21/2023	7/11/2023	3w	Agency Reviewers															
21	Compile Comments, Distribute to Authors	7/12/2023	7/14/2023	.6w	Procurement Lead															
22	Final Revision	7/17/2023	8/25/2023	6w																
23	Resolve Comments and Incorporate Revisions	7/17/2023	7/28/2023	2w	Procurement Lead															
24	Technical Edit	7/31/2023	8/4/2023	1w	Tech Editor															
25	Submit Attachments, Exhibits, & References	8/7/2023	8/7/2023	0w	RFP Authors															
26	QC Process and QA Audit	8/7/2023	8/25/2023	3w	QC Checkers/RFP Authors															
27	Agency and Industry Review	8/28/2023	10/16/2023	7.2w																
28	Develop Industry Review Package	8/28/2023	9/1/2023	1w	Procurement Lead															
29	Issue Industry Review RFP	9/4/2023	9/4/2023	0w	Procurement Lead															
30	Industry Review Period & Meetings with Potential Proposers	9/4/2023	9/22/2023	3w	Industry															
31	Compile Comments & Distribute to Project Team	9/25/2023	9/25/2023	.2w	Procurement Lead															
32	Comment Resolution Prep & Meetings	9/26/2023	10/9/2023	2w	Project Management Team															
33	Resolve Industry Comments & Make Revisions	10/10/2023	10/16/2023	1w	RFP Authors/Project Team															
34	Final Approval	10/17/2023	10/31/2023	2w																
35	Final Review and Approval	10/17/2023	10/23/2023	1w	PM Team / HRWSBA															
36	Create Final RFP Package	10/24/2023	10/30/2023	1w	Procurement Lead															
37	Issue RFP	10/31/2023	10/31/2023	0w																

Data Date

Progressive Design-Build Procurement – Summary Schedule

Schedule Date: 02/01/2023

Ln	TASK / MILESTONE	START	FINISH	DUR	Task Owner	2023												2024		
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1	PDB Procurement - Kick-off Meeting	1/18/2023	1/18/2023	0w		◆														
2	ITP and T&Cs Development	1/19/2023	8/23/2023	30.8w		▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
3	Initial Development & Preliminary Review	1/19/2023	5/12/2023	16.4w		▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
4	Develop First Draft	1/19/2023	4/12/2023	12w		▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
5	Technical Edit	4/13/2023	4/26/2023	2w	Tech Editor				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
6	Develop PDFs and Distribute for Review	4/27/2023	4/27/2023	.2w	Procurement Lead				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
7	Preliminary Review Period	4/28/2023	5/11/2023	2w	Project Management Team				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
8	Compile Comments, Distribute to Core Team	5/12/2023	5/12/2023	.2w	Procurement Lead				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
9	Revision 1 & Final Review	5/15/2023	8/8/2023	12.4w					▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
10	Resolve Comments and Incorporate Revisions	5/15/2023	5/26/2023	2w	ITP & T&Cs Authors				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
11	Technical Edit	5/29/2023	6/2/2023	1w	Tech Editor				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
12	QC Process and QA Audit	6/5/2023	6/16/2023	2w	QC Checkers/Authors				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
13	Develop PDFs and Distribute for Review	6/19/2023	6/19/2023	.2w	Procurement Lead				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
14	Agency and Internal Team Review	6/20/2023	7/17/2023	4w	Agency Reviewers				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
15	Compile Comments, Distribute to Authors	7/18/2023	7/18/2023	.2w	Procurement Lead				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
16	Resolve Comments and Incorporate Revisions	7/19/2023	8/8/2023	3w	Authors				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
17	Prepare for Industry Review & Issue with RFP	8/9/2023	8/23/2023	2w					▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
18	Final Technical Edit	8/9/2023	8/15/2023	1w	Tech Editor				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
19	Prepare ITP and T&Cs package	8/16/2023	8/22/2023	1w	Procurement Lead				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
20	Send for Incorporation RFP Industry Review Package	8/23/2023	8/23/2023	0w	Procurement Lead				▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶	▶
21	Issue RFP (duplicate for reference)	10/31/2023	10/31/2023	0w																◆
22	Proposal Development	11/1/2023	1/8/2024	9.6w																▶
23	Voluntary Proposers Meeting	11/1/2023	11/1/2023	.2w	Project Management Team															▶
24	1:1 Proposer Meetings	11/2/2023	11/29/2023	4w	Project Management Team															▶
25	Deadline for Submitting Proposers' Questions	11/30/2023	12/6/2023	1w	Proposers															▶
26	Deadline for Response to Proposers' Questions	12/7/2023	12/20/2023	2w	Project Management Team															▶
27	Last Addendum Issued	12/21/2023	12/21/2023	0w	Project Management Team															▶
28	Prepare Proposals/Quiet Period	12/21/2023	1/5/2024	2.4w	Proposers															▶
29	Proposals Due	1/8/2024	1/8/2024	0w																▶
30	RFP Evaluation, Award, and NTP	1/8/2024	3/18/2024	10.2w																▶
31	Responsive/Responsible Proposal Review	1/8/2024	1/15/2024	1.2w	Procurement Lead															▶
32	Evaluation Committee Kickoff Meeting	1/16/2024	1/16/2024	.2w	Evaluation Committee															▶
33	Evaluator's Independent Review	1/17/2024	1/30/2024	2w	Evaluation Committee															▶
34	Evaluator's Comments Due	1/31/2024	1/31/2024	0w	Evaluation Committee															▶
35	Compile Comments/Interview Questions	1/31/2024	1/31/2024	.2w	Procurement Lead															▶
36	Interview Questions to Proposers	2/1/2024	2/1/2024	0w	Procurement Lead															▶
37	Interview Proposers	2/12/2024	2/14/2024	.6w	Evaluation Committee															▶
38	Sequestered Evaluation/Scoring	2/15/2024	2/21/2024	1w	Evaluation Committee															▶
39	Debrief Agency	2/22/2024	2/23/2024	.4w																▶
40	Announce Best Value Proposer	2/26/2024	2/26/2024	0w																▶
41	Negotiation & Award	2/26/2024	3/8/2024	2w																▶
42	Execution of Contract	3/11/2024	3/11/2024	.2w																▶
43	Estimated Notice to Proceed	3/12/2024	3/18/2024	1w																▶

Data Date

Preliminary Engineering: Survey and Mapping – Summary Schedule

Schedule Date: 02/01/2023

Ln	TASK / MILESTONE	START	FINISH	DUR	2022			2023				
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	
1	11.13 Survey	11/1/2022	3/27/2023	20.8w	[Gantt bar spanning Oct 2022 to Mar 2023]							
2	Notice to Proceed	11/1/2022	11/1/2022	0w	[Milestone diamond at 11/1/2022]							
3	11.13.1 Technical Memo	11/1/2022	3/27/2023	20.8w	[Gantt bar spanning Oct 2022 to Mar 2023]							
4	Evaluate existing fieldwork, surveying and as-built data	11/1/2022	1/13/2023	10.8w	[Green bar from 11/1/2022 to 1/13/2023]							
5	Establish new survey control	1/16/2023	1/20/2023	1w	[Orange bar from 1/16/2023 to 1/20/2023]							
6	Mapping – OR Landing	2/6/2023	2/17/2023	2w	[Orange bar from 2/6/2023 to 2/17/2023]							
7	Drafting – OR Landing	2/20/2023	3/3/2023	2w	[Green bar from 2/20/2023 to 3/3/2023]							
8	RW Refinement	1/23/2023	2/3/2023	2w	[Green bar from 1/23/2023 to 2/3/2023]							
9	Special Property Determination	2/6/2023	2/10/2023	1w	[Green bar from 2/6/2023 to 2/10/2023]							
10	Mapping – WA Landing	1/23/2023	2/3/2023	2w	[Orange bar from 1/23/2023 to 2/3/2023]							
11	Drafting – WA Landing	2/6/2023	2/17/2023	2w	[Green bar from 2/6/2023 to 2/17/2023]							
12	Prepare Draft Technical Memo	3/6/2023	3/10/2023	1w	[Green bar from 3/6/2023 to 3/10/2023]							
13	Submit Draft Technical Memo	3/13/2023	3/13/2023	0w	[Milestone diamond at 3/13/2023]							
14	Internal QC Draft Technical Memo	3/13/2023	3/17/2023	1w	[Green bar from 3/13/2023 to 3/17/2023]							
15	Prepare Final Technical Memo	3/20/2023	3/24/2023	1w	[Green bar from 3/20/2023 to 3/24/2023]							
16	Submit Final Technical Memo	3/27/2023	3/27/2023	0w	[Milestone diamond at 3/27/2023]							
17	11.13.2 Basemap	2/20/2023	3/20/2023	4w	[Gantt bar spanning Feb 2023 to Mar 2023]							
18	Develop Digital Terrain Model	2/20/2023	3/3/2023	2w	[Green bar from 2/20/2023 to 3/3/2023]							
19	Submit Draft Basemap	3/6/2023	3/6/2023	0w	[Milestone diamond at 3/6/2023]							
20	Internal QC Draft Basemap	3/6/2023	3/10/2023	1w	[Green bar from 3/6/2023 to 3/10/2023]							
21	Prepare Final Basemap	3/13/2023	3/17/2023	1w	[Green bar from 3/13/2023 to 3/17/2023]							
22	Submit Final Basemap	3/20/2023	3/20/2023	0w	[Milestone diamond at 3/20/2023]							
23	Other Survey Support – As Needed	2/6/2023	8/18/2023	28w	[Gantt bar spanning Feb 2023 to Aug 2023]							
24	Survey Geotech Borings – OR Upland	2/6/2023	2/10/2023	1w	[Green bar from 2/6/2023 to 2/10/2023]							
25	Survey Geotech Borings – WA Upland	7/5/2023	7/7/2023	.6w	[Green bar from 7/5/2023 to 7/7/2023]							
26	Survey Geotech Borings – In Water	7/10/2023	8/18/2023	6w	[Green bar from 7/10/2023 to 8/18/2023]							

Data Date