



Agenda
Tuesday, June 27, 2023
1pm
Columbia Development Authority
Board Meeting
By ZOOM

Note: please join us by **Zoom**.

Welcome and Greetings from Chairman Kim Puzey

Introductions

CDA Board Members:

- Chairman, Kim Puzey, Port of Umatilla
- Vice Chair, Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Jeff Wenholz, Morrow County
- Alternate Umatilla County Dan Dorran, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor, Alternate CTUIR Kat Brigham, Alternate Morrow County David Sykes

CDA Staff: Greg Smith, CDA Director, Debbie Pedro, CDA Assistant

Guests Introductions and members of the press:

Consent Agenda

1. Approve CDA Board Meeting Minutes April 25, 2023
2. Approve the CDA- BEO April and May 2023 Statement and QuickBooks, Balance Sheet, and P/L May ending balance of \$49,709.03
3. Port of Morrow Report on Grant Expenditures through May 2023.

Action Items:

1. Policies
2. RFP for Road Design
3. Project Agreements

Old Business:

1. Master Planning
2. Property Transfer from CDA to CTUIR 4019 update
3. Annexation Umatilla County Fire District #1
 - Road Maintenance
4. CDA Celebration Date July 12, 2023 at 10am



New Business

1. Five Million Legislative Investment
2. Center Point Review
3. Future Plan and Land Division
4. CTUIR Wildlife Management
5. CTUIR Farm Project
6. Economic Development Updates by CDA Members

Other:

Director Update

Public Comment Adjourn

Executive Session

Note: If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h) ORS 192.660 subsection 5 When a governing body convenes an executive session under subsection (2)(h) of this section relating to conferring with counsel on current litigation or litigation likely to be filed, the governing body shall bar any member of the news media from attending the executive session if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

Return to Regular Session Adjourn

Join Zoom Meeting

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Columbia Development Authority

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Find your local number: <https://us02web.zoom.us/j/kcbsgcSpW4>

Two Marine Drive
P.O. Box 200
Boardman, OR 97818
541-481-3693

www.columbiadevelopmentauthority.com



MINUTES
Tuesday, April 25, 2023
1pm
Columbia Development Authority
Board Meeting
By ZOOM

Note: please join us by **Zoom**.

Welcome and Greetings from
Introductions CDA Board Members

CDA Board Members:

- Chairman, Kim Puzey, Port of Umatilla
- Vice Chair, Lisa Mittelsdorf, Port of Morrow
- John Shafer, Umatilla County
- Don Sampson, CTUIR
- Jeff Wenzholz, Morrow County
- Alternate Umatilla County Dan Dorran, Alternate Port of Umatilla Robert Blanc, Alternate Morrow County David Sykes

CDA Staff: Greg Smith, CDA Director, Debbie Pedro, CDA Assistant

Guests Introductions and members of the press: Tom Lineer, Michele Lanigan, Bob Waldher, Patrick Collins, Steve Williams, Ryan DeGroft, Jenny Miller, Dan Dorran, JR Cook, Emily Collins, Dave Hanson.

Consent Agenda

1. Approve CDA Board Meeting and Executive Session Minutes March 28, 2023
2. Approve the CDA- BEO March 2023 Statement \$38,541.16 and QuickBooks March 2023 Balance Sheet and P/L \$38,541.16.
3. Port of Morrow Report on Grant Expenditures through March 2023.

A Motion to approve the consent agenda was made by Mr. Wenzholz to approve the consent agenda; second by Ms. Mittelsdorf, Motion Carries.

Action Items:

1. Policies

Mr. Smith is going to add a Workplace Harassment Policy and Don Sampson will submit his suggestions to Director Smith. Mr. Smith would like to bring this back to the board for review at next month's board mtg.

2. Ratify Water Recharge Zoning Permit Application

A motion to ratify the Water Recharge Zoning Permit Application with Greg Smith's signature to the OWRD, was made by Mr. Shafer; second by Ms. Mittelsdorf,



Columbia Development Authority

Motion Carries. Umatilla County is working with their consultant to keep the water recharge project moving forward.

3. Annexation of Property with Fire District 1/Insurance

Annexation with Umatilla County side of the property with Umatilla Fire District #1. A Motion to approve and have Mr. Smith proceed forward with a formal letter to request to annex the CDA Umatilla Co. side of the property with Umatilla County Fire District #1, then the request will go to the fire district board for a vote to annex the Umatilla County side of the property, once approved then the fire district will work with CDA on the paperwork, was made by Don Sampson; second by Mr. Shafer. Motion Carries.

Annexation with Morrow County side of the CDA property with Boardman Fire District. A Motion to approve Mr. Smith to proceed with a formal letter requesting to annex CDA Morrow County property to Boardman Fire District was by Mr. Wenzholz, second by Don Sampson. Motion Carries Mr. Wenzholz shared that the Ambulance Service is being negotiated with in the County, and this will be determined soon.

Old Business:

1. Business Oregon/Center Point Site Visit – Ryan DeGroff
May 15th - 17th. Those attending are Don Sampson, Lisa Mittelsdorf, Dan Dorran, Jeff Wenzholz, Debbie Pedro, Kim Puzey, Greg Smith, and Bob Waldher.

New Business

1. Igloo Policy
Umatilla Co. is currently using 1 igloo for legal documents and 2 for the Sheriff's Department. They would like to use two more for the water pipeline project to store materials and equipment in, CDA board was supportive of the use.
2. July Ribbon Cutting and Ceremony
Tentatively either the 2nd or 3rd week of July for the public celebration. A doodle Poll will go out to the board to determine their availability. The Honorable Rachel Jacobson is hoping to join us.
3. Economic Development Updates by CDA Members

Other:

Director Update-

1. Engineer of Record – to contract with IRZ, Fred Ziari
2. Meeting with projects in Salem on April 3rd, another one is scheduled for May 2nd, this meeting includes three projects, engineers, UEC and CDA staff. Note: this was rescheduled.
3. Update on transfer of 4019 acres to CTUR, as well as the 39-acre farm parcel being leased to Cleaver Farms.



**Public Comment JR Cook shared about the funding for the recharge project.
Adjourn**

Executive Session None

Note: If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body "has the authority to meet in executive session to obtain other professional legal services from its legal counsel." Or. Dept of Justice, Attorney General's Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h) ORS 192.660 subsection 5 When a governing body convenes an executive session under subsection (2)(h) of this section relating to conferring with counsel on current litigation or litigation likely to be filed, the governing body shall bar any member of the news media from attending the executive session if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

**Return to Regular Session
Adjourn**

Join Zoom Meeting

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Columbia Development Authority
Profit & Loss
April 2023

	<u>Apr 23</u>
Ordinary Income/Expense	
Income	
Lease Walla Walla Foundry	11,250.00
Total Income	<u>11,250.00</u>
Gross Profit	11,250.00
Expense	
Bank Service Charges	4.58
Total Expense	<u>4.58</u>
Net Ordinary Income	<u>11,245.42</u>
Net Income	<u><u>11,245.42</u></u>

Columbia Development Authority
Reconciliation Detail
 CDA Checking Account-BEO, Period Ending 04/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						38,541.16
Cleared Transactions						
Checks and Payments - 1 item						
Check	04/29/2023	W/D	Bank of Eastern Ore...	X	-4.58	-4.58
Total Checks and Payments					-4.58	-4.58
Deposits and Credits - 1 item						
Deposit	04/11/2023	DEP	Bank of Eastern Ore...	X	11,250.00	11,250.00
Total Deposits and Credits					11,250.00	11,250.00
Total Cleared Transactions					11,245.42	11,245.42
Cleared Balance					11,245.42	49,786.58
Uncleared Transactions						
Deposits and Credits - 1 item						
Check	04/11/2023	DEP	Bank of Eastern Ore...		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					0.00	0.00
Register Balance as of 04/30/2023					11,245.42	49,786.58
Ending Balance					11,245.42	49,786.58

8:59 AM

05/19/23

Columbia Development Authority
Reconciliation Summary
CDA Checking Account-BEO, Period Ending 04/30/2023

	Apr 30, 23	
Beginning Balance		38,541.16
Cleared Transactions		
Checks and Payments - 1 item	-4.58	
Deposits and Credits - 1 item	11,250.00	
Total Cleared Transactions	11,245.42	
Cleared Balance		49,786.58
Uncleared Transactions		
Deposits and Credits - 1 item	0.00	
Total Uncleared Transactions	0.00	
Register Balance as of 04/30/2023		49,786.58
Ending Balance		49,786.58

Columbia Development Authority
Balance Sheet
As of April 30, 2023

	<u>Apr 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	49,786.58
Total Checking/Savings	49,786.58
Total Current Assets	49,786.58
TOTAL ASSETS	<u>49,786.58</u>
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	134,626.71
Net Income	-84,840.13
Total Equity	49,786.58
TOTAL LIABILITIES & EQUITY	<u>49,786.58</u>

Columbia Development Authority
Balance Sheet
As of May 31, 2023

	<u>May 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	49,709.03
Total Checking/Savings	<u>49,709.03</u>
Total Current Assets	<u>49,709.03</u>
TOTAL ASSETS	<u>49,709.03</u>
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	134,626.71
Net Income	<u>-84,917.68</u>
Total Equity	<u>49,709.03</u>
TOTAL LIABILITIES & EQUITY	<u>49,709.03</u>

12:30 PM

06/12/23

Accrual Basis

Columbia Development Authority

Profit & Loss

May 2023

	<u>May 23</u>
Ordinary Income/Expense	
Expense	
Bank Service Charges	3.46
Electric Bill Depot	74.09
	<hr/>
Total Expense	77.55
	<hr/>
Net Ordinary Income	-77.55
	<hr/>
Net Income	<u><u>-77.55</u></u>

COLUMBIA DEVELOPMENT AUTHORITY

FORMAL

REQUEST FOR PROPOSAL

RFP # 2023-2

ROAD DESIGN SERVICES

Date Issued:	June 28, 2023
Requests for Question Deadline:	July 5, 2023 4:00PM PT
Response to Questions:	July 12, 2023 5:00PM PT
Proposal Closes & Responses Due:	July 19, 2023 4:00PM PT

Procurement Contact:

Submit Bid: IRZ Consulting, LLC
500 N. 1st St.
Hermiston, OR 97838

PART 1
INSTRUCTIONS FOR PROPOSER
COLUMBIA DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

RFP No. 2023-01

ROAD DESIGN SERVICES

Issue Date: June 28, 2023

Proposal Due: July 19, 2023

Time: 4:00 PM PT

CDA OVERVIEW

CDA was formed by Intergovernmental Agreement between the County of Morrow, County of Umatilla, CDA of Morrow, CDA of Umatilla and the Confederated Tribes of the Umatilla Indian Reservation for the purpose of

- a. to administer the transition of the Umatilla Army Depot (Depot) located in Morrow and Umatilla Counties from military to civilian use;
- b. to develop a final Umatilla Army Depot Land Reuse Plan (Reuse Plan) for approval by the Department of Defense;
- c. to oversee the development of an economic diversification strategy to address the adverse economic impacts associated with realignment of the Depot and to develop economic opportunities through transition of the Depot to civilian uses;
- d. to implement the final Reuse Plan;
- e. to coordinate all levels of assistance and intergovernmental efforts involving the Authority, the final Reuse Plan and transition to civilian use;
- f. to review and comment upon the environmental cleanup at the Depot so as to accommodate future civilian uses of the Depot; and
- g. to perform such other functions as may be necessary for implementation of the final Reuse Plan.

SECTION 1: INTRODUCTION

CDA is soliciting Requests for Proposals for Road Design Services in fulfillment of the Intergovernmental Agreement with the Oregon Department of Transportation, attached hereto as Attachment A. Specifically, CDA requests proposals for the design for construction of a road beginning near Army Depot Exit 10 off Interstate 82 (“I-82”) extending west from the I-82 interchange to the depot entrance, and west along the southern border of the CDA Property toward the southwest corner of the CDA Property, as far as funds permit. CDA reserves the right to divide the project into phases for both design and construction to accommodate scheduling, funding or other considerations at CDA’s option. The project may expanded through amendment to the awarded Contract to include additional roadways within CDA property. Construction shall include intersection modifications slightly due west of the existing I-82 Exit 10 southbound off-ramp and constructing access roads into the Interstate Industrial Park.

This is a qualifications based solicitation. The resulting Contract will include a negotiated Not to Exceed Amount.

Successful Proposer shall be licensed by the State of Oregon to do the work required under this contract.

For Scope and Specifications for this project, please see PART 2 of this RFP.

SECTION 2: PROJECT MILESTONES (subject to change based on optional phasing of project)

Design Engineering	August 2023 to February 2024
Advertise, Bid, Award	March to April 2024
Construction	May 2024
Project Closeout	TBA

SECTION 3: INSTRUCTIONS TO PROPOSER

1. A. Proposal Submission Requirements

Proposals shall be submitted in a sealed envelope / container to the following address and clearly marked "RFP 2023-02 Road Design Services."

Proposals must be submitted as follows:

1. One (1) original and three (3) copies of the proposal documents in a sealed container. One (1) copy must be unbound for ease of photocopy reproduction.
2. One (1) electronic PDF format version of the proposal documents on a USB flash drive.
3. Digital signatures on forms are permitted.
4. Submit with a cover letter to:

IRZ Consulting, LLC
500 N. 1st St.
Hermiston, OR 97838

5. In the event of any conflicts between the hard copy and the electronic copy, the hard copy will prevail.

Proposals must be received by CDA by **4:00 p.m., Pacific Time, July 19, 2023.**

- B. Accommodation For People With Disabilities** - People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact CDA seven (7) working days prior to the scheduled proposal opening.
- C. Exceptions / Modifications To Drawings And Specifications** - Proposer may **not** take exception to, or modify any part of, the Drawings or Specifications, if any.
- D. Right of Rejection / Cancellation and Irregularities / Cost of Proposal** - CDA reserves the right to reject any or all Proposals, or part thereof, to accept one or more items of a proposal without obligation as to other items. CDA reserves the right to cancel this RFP / solicitation at any time without liability prior to execution of a contract by CDA if it is in CDA's or the public's best interest. Under no circumstances will

CDA be liable for any costs the firm incurs while preparing or presenting the proposal. All Proposals will become part of the public file without obligation to CDA. CDA enforces the right to wave irregularities anytime through the solicitation process.

- E. Late Proposals** - Proposals submitted or received after the date and time indicated herein will not be accepted. Requests for extensions of the proposal closing date or time must be requested prior to the deadline for receipt of Proposer's questions noted above. Timely requests will be considered, but CDA reserves the right to extend the due date or decline to extend the due date at its sole discretion.
- F. One Proposal; Partial Proposals** – A Proposer may not submit more than one (1) Proposal in response to this solicitation. No partially completed Proposals will be accepted and will be rejected if not properly completed based on the solicitation guidelines.
- G. Single-Proposer Responsibility** - Single-Proposer responsibility is required under this RFP. Each Proposer responding to this RFP must propose all professional services/goods and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein for each project task.
- H. Withdrawal or Modification of Proposals** – Proposals shall not be modified after the due date and time for Proposal submittal. Proposals may be withdrawn by Proposer before Proposal due date and time as specified within this solicitation.
- I. Requests for Clarification or Modification** - All requests for clarification or modification of the RFP shall be made in accordance with PART 1, Section 3, subsection 11 of this RFP. All clarifications or modification requests shall be sent to the following email address, ty.lord@irz.com. All requests submitted prior to the deadline for receipt of questions shall be responded to and made available to all interested Proposers. Where applicable, Proposer is required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as any cost or savings to CDA and the advantage to CDA of the proposed change.
- J. Required Forms**: If a form does not apply to your business or Proposal, please mark the form “**Not Applicable.**” **Sign and date each form.** Some forms may require notarization. Failure to complete all forms will result in your Proposal being ruled nonresponsive. Nonresponsive Proposals will not be evaluated or awarded a contract.
- K. Addenda** - Modifications to this RFP shall be made only by addenda to the solicitation. Verbal or faxed instructions, interpretations, and changes shall not serve as official expressions of CDA and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposer and included in their Proposals. All addenda issued by CDA shall be acknowledged by Proposer on the Acknowledgement of Addenda form.
- L. Experience and Qualifications** – Proposer must demonstrate to the satisfaction of CDA that they possess the qualifications, experience, skill, licenses, necessary facilities, and financial resources required to perform the contract services in a satisfactory manner and within the required time.
- Introduction or Cover Letter**: Provide a brief introduction of the Proposer, and/or an introduction of all members who may be involved in the contract resulting from this RFP. Describe primary business experience of the Proposer, length of time in business, organizational

structure, size, capabilities, financial ability of Proposer to fulfill obligations of resultant contract award, ownership, the location of office(s), telephone number, email address, web-address, and any other information that the Proposer deems pertinent and introductory in nature.

2. **Qualifications of Proposer:** The Proposer shall describe its knowledge and past project experience relevant to CDA's needs as listed in the Scope and Specifications in PART 2 of this RFP, including the Proposer's direct experience on projects of similar size, scope and complexity.

M. Ambiguity in Specifications - Proposer shall promptly notify the CDA Procurement Manager at the address listed in PART 1, Section 3, subsection 1.A(4) of this RFP, of any ambiguity, inconsistency, or error that they may discover upon examination of the Proposal documents.

N. Solicitation and Attachments – The Solicitation and any attachment or exhibit to this RFP will be incorporated into and made a part of the resulting Contract. In the event of a conflict between the provisions contained in the body of this RFP, the solicitation, and any attachment or exhibit, the terms in the body of the resulting Contract will control.

O. Protest: CDA's formal protest procedures may be requested by contacting CDA Procurement by telephone at 541-481-3693.

P. Certification: By submitting its Proposal, Proposer certifies that it is in compliance with the State of Oregon statutory requirements governing registration of corporations or assumed business names and licenses.

2. **PREPARATION OF PROPOSAL**

- A. Proposals must be:
- i. Submitted on the Proposal forms, or copies of forms, furnished by CDA, and signed. If the Proposal is made by a corporation, it shall be signed by the corporation's authorized designee.
 - ii. The address of the Proposer shall be typed or printed on the Proposal in the space provided.
- B. Organization & Format. Proposals shall be typed and submitted on 8.5 by 11 inch paper bound securely.
- C. Proposer **MUST** comply with the requirements in the Proposal Documents. **Modifying the proposal forms, conditioning or limiting the proposal, or offering to perform work not requested by the Proposal Documents may disqualify the proposal.**

3. **BASE PROPOSAL**

The Proposer agrees to hold all terms for a period of ninety (90) days from the date of the proposal is submitted.

4. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

By submitting this proposal, the Proposer acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) uncertainties of weather, river stages, tides, ground water, or similar climatic and/or physical conditions that may have impact; (2) the conformation and conditions of the ground; (3) the character of equipment and facilities needed preliminary to and during the work; (4) compliance with the project quality control program; and (5) compliance with the Proposer’s safety plan as approved by CDA, and all applicable Occupational Safety and Health Administration (OSHA) regulations for work performed on site.

The Proposer also acknowledges that it has satisfied itself as to character, quality, and quantity of materials or obstacles to be encountered. Any failure of the Proposer to take the actions described and acknowledged in this paragraph will not relieve the Proposer from responsibility for estimating properly the difficulty and cost of successfully performing the work.

5. PROPOSAL RESULTS

Following any resulting Contract award, CDA may provide the following information to interested parties:

- A. The number of Proposals CDA received;
- B. The name of the successful Proposer; and
- C. The total resulting contract price, including descriptions of items, quantities, and unit prices, if practical.

CDA will attempt to give notice under this paragraph promptly after contract award. CDA’s failure to give such notice shall not be deemed to affect the validity of the resulting contract.

7. CONTRACT AWARD

A. RESPONSIVENESS OF PROPOSAL

A proposal will be considered responsive if it meets the following requirements:

- 1. Is received at the proper date and time.
- 2. Meets the stated requirements of the proposal form.
- 3. All required Exhibits under this solicitation are completed and returned with the proposal.
- 4. Proposal is prepared and submitted in accordance with PART 1, Section 3, Subsection 2 “Preparation of Proposal”.
- 5. The Consultant is licensed/registered within the State of Oregon at the time of proposal due date and is not banned from proposing by the State of Oregon or any federal agency.
- 6. Demonstrated ability and history to comply with budget and schedule.
- 7. Demonstrates performance timely and on budget of similar projects relative to size, schedule, type and budget.
- 8. Demonstrates the management resources and financial capacity to effect performance of the work.

B. APPARENT SUCCESSFUL PROPOSER

The apparent successful Proposer, for purpose of award, shall be the highest scoring responsive and responsible Proposer.

C. PROPOSAL SELECTION PROCESS

The successful Proposer shall be selected on the basis of having submitted a responsive and responsible proposal for this proposal package, and meeting the other requirements established in PART 4 and the successful negotiation of a final contract and price, including a Not to Exceed amount.

D. EFFECTIVE DATE OF THE CONTRACT

CDA will notify the successful Proposer and provide the successful Proposer with a written Notice of Contract Award. The successful Proposer shall return a signed copy of the Contract as well as all other documents required to be signed or provided such, insurance certificates, etc. The Contract will only become effective when all parties sign the Contract and the Proposer provides all other documents required to be signed or provided such as insurance certificates, etc. Work performed and all costs incurred prior to CDA signature shall be the sole responsibility of the Proposer.

9. APPLICABILITY OF RESULTING CONTRACT

All proposers represent that they are familiar with the terms of this document and that they will cooperate with CDA in all respects to achieve compliance with the resulting Contract.

10. SCHEDULE OF PROPOSAL PROCEDURES

The anticipated project procurement timetable is as follows for Proposal Solicitation RFP 2023- ROAD DESIGN SERVICES:

Date Issued:	June 28, 2023
Requests for Question Deadline:	July 5, 2023 4:00PM PT
Response to Questions:	July 12, 2023 5:00PM PT
Proposal Closes:	July 19, 2023 4:00PM PT

11. QUESTIONS, CLARIFICATIONS AND CHANGES TO RFP

CDA reserves the right to make changes to the RFP. All changes to the RFP, prior to the receipt of Proposals, shall be electronically distributed through addendum. Failure to acknowledge receipt of an addendum may cause a proposal to be rejected as non-responsive. Following receipt of proposal, any changes to CDA's RFP will be conveyed in writing by CDA to the Proposers determined to be Responsive to solicitation requirements.

Proposer shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the CDA Procurement & Contracts Department.

END OF PART 1

PART 2

SCOPE AND SPECIFICATIONS

Road Design Services

TASK NO. 1 - SURVEY SERVICES

This task includes securing available existing project area information for a topographic design survey to support Design Engineering work and to create and dedicate ROW for the proposed roads. The following tasks are anticipated:

- Complete topographic surveying for all needed design work.
- Research and locate needed ROW information, specifically for the Westland Road area of Interstate 82 (1-82) and the main entrance road area of 1-84 needed for Task 5.

TASK NO. 2 - ENVIRONMENTAL SERVICES

Environmental services will be completed for the project to the extent needed to meet basic environmental clearance standards. The Engineer will utilize work already completed by others (OMO), if available and if provided. The Environmental Services SOW outlined hereafter assumes the full effort is needed. The anticipated services include the following:

- Wetland determination and delineation.
- Biological evaluation.
- Cultural resource evaluation.

Wetland Determination

This task includes one site visit and preparation of a wetland determination by a qualified biologist. If no wetlands are identified in the project area, the wetland determination will be described in a memo. If wetlands are identified, a wetland delineation will be performed, and a Wetland Delineation Report will be prepared and submitted to the Oregon Department of State Lands.

Biological Evaluation

This task includes the preparation and submittal of a Biological Evaluation (BE) to the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The BE will focus on plant and animal species in the project area. The outcome of this consultation is intended to yield a Letter of Concurrence from the agencies.

This task includes pre-project scoping communication with appropriate tribes and the Oregon State Historic Preservation Office (SHPO) and preparation of a Cultural Resource Inventory Report to be submitted to the tribe and SHPO as may be required.

TASK NO. 3 - PERMITTING SERVICES

The Engineer will provide permitting services needed for the project. The specific permitting services are anticipated to include the following items:

- Oregon Department of Environmental Quality 1200-C Stormwater Construction Permit.
- Oregon Department of Transportation (ODOT) ROW permit for connections to the existing interchanges of 1-82 and 1-84.

TASK NO. 4 • DESIGN ENGINEERING

The Engineer will provide design of the connector road utilizing federal aid design standards, Oregon Standard Specifications for Construction and Standard Drawings for reference, and CDA design standards. The Design Engineering will include the needed roadways, drainage, and storm water systems. The design will also identify utility corridors so areas for future utility services can be identified on the roadway design Plans. The Design Engineering work will also include elevation and location considerations for potential future ODOT modifications at each interchange as shown in the applicable Interchange Area Management Plans. The design services will include:

Pre-Design and Alignment Development and Selection

- An on-site walkthrough will be held to address existing site conditions that may affect the design.
- Utilizing the design survey base maps, a conceptual road alignment and associated road cross sections will be developed and reviewed with the CDA's staff, and ODOT. Potential needed ROW acquisition will be identified for the conceptual alignment.
- Once comments are received and the preferred alignment is identified, the Engineer will prepare a figure depicting the preferred alignment. This figure will be provided to the CDA, property owners, and ODOT. This figure will also identify potential ROW acquisition needs associated with the preferred alignment.
- Deliverables: Six hard copies and a PDF copy of the conceptual road alignment figures with cross sections.

Design Acceptance Package (DAP)

- Upon CDA approval of the pre-design and alignment development and section, a DAP or conceptual set of Plans (approximately 30 percent complete) will be prepared for the project, which will include preliminary plans and profile sheets, typical roadway sections, a preliminary list of anticipated sheets, identification of potential utility alignments and conflicts, clarification of any ROW creation needs, potential impacts to existing utilities, and locations of new culverts or culvert extensions.
- Develop a preliminary estimate of construction cost.

- Develop a Pavement Design Technical Memorandum.
- A DAP review meeting will be held with the CDA and ODOT to obtain comments and suggestions based on the review of the preliminary Plans.
- Deliverables: Six hard copy sets and a PDF copy of preliminary Plans, a preliminary construction cost estimate, a list of potential utility conflicts, and meeting minutes.

Preliminary Plans

- Preliminary Plans (approximately 60 percent complete) will be prepared incorporating comments received on the DAP and including preliminary road plan and profile sheets showing existing utility locations, intersection details, proposed local road access details, erosion and sediment control plans, intersection details, and signing and striping plans. Utility conflict areas will be noted. A letter requesting CDA clarification on legal forms and insurance coverages to be included in the Contract Documents will be provided. Copies of the Advance Plans and associated materials will be provided to the CDA and ODOT for review and comment.
- Develop an updated preliminary estimate of construction cost.
- Develop a preliminary construction schedule.
- A preliminary Plans review meeting will be held with the CDA and ODOT to obtain comments and suggestions based on review of the preliminary Plans.
- Deliverables: Six hard copy sets and a PDF copy of preliminary Plans and anticipated Special Provisions, an updated construction cost estimate, a preliminary construction schedule, a letter related to requested CDA clarification of legal forms and insurance coverages, and preliminary Plans review meeting minutes.

Advance Plans

- A review set of complete Bidding and Contract Documents will be prepared for the CDA and ODOT review.
- The comments received on the preliminary Plans will be incorporated into the Plans, construction cost estimate, construction schedule, and Contract Documents.
- An updated estimate of construction costs will be prepared.
- An updated preliminary construction schedule will be prepared.
- Bidding and Contract Documents will be provided for review and approval by the CDA, its legal counsel ODOT, and other applicable agencies, as appropriate.
- A review meeting will be conducted with the CDA and ODOT.
- Deliverables: Six hard copy sets and a PDF copy of a review set of Advance Plans with Bidding and Contract Documents, a construction schedule, an updated construction cost estimate, and meeting minutes.

Final Plans, Specifications, and Contract Documents

- The comments received on the Advance Plans set of Bidding and Contract Documents will be incorporated into a final set of documents. Verification of final project quantities and bidding information will be performed. Final estimated construction costs and schedules will be prepared. The Engineer will provide final Bidding and Contract Documents.
- A digital terrain model (DTM) of the project design will be prepared and provided for contractor use during the bidding and construction processes.
- Final Bidding and Contract Documents will be prepared, and the project will be ready for bidding at the conclusion of this phase.
- The Engineer's services under the Design Engineering phase will be considered complete when the final Bidding Documents are delivered to the CDA.
- Deliverables: Six hard copies and a PDF copy of Bidding and Contract Documents, final construction cost estimate, final construction schedule, DTM of project design, and MicroStation file.
- CDA reserves the right to select a CM/GC delivery method for the Contractor and procure the Contractor services prior to the final plans with the anticipation of negotiating a construction price (either GMP or fixed sum) after the development of the final plans. Engineer's services will be adjusted accordingly.

TASK NO. 5 - RIGHT-OF-WAY SERVICES

The Engineer will complete ROW services for the areas where new ROW will be required. These areas are anticipated to include the following:

- Connector road from the 1-84 access road and 1-82 interchanges.

Upon final design approval, the needed ROW area will be established. The Engineer will prepare maps of survey and legal descriptions to support ROW dedication services across all parcels needed for the proposed roadway. It is anticipated this work will include only one parcel for all needed ROWs.

TASK NO. 6 - CONSTRUCTION ENGINEERING SERVICES

After acceptance by the CDA and appropriate agencies of the Bidding Documents and upon authorization by the CDA to proceed, the Engineer will:

1. Assist the CDA in advertising for and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding Documents have been issued. Attend Pre-Bid Conferences, if held, and answer questions from prospective bidders and suppliers.
2. Furnish copies of the Bidding Documents as required by prospective bidders, material suppliers, and other interested parties.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

4. Consult with the CDA as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist the CDA in evaluating Bids or proposals, and in assembling and awarding contracts for the work.
6. After the award of the construction contract by the CDA, meet with the Contractor and the CDA in a Preconstruction Conference to discuss project schedules, procedures, etc.
7. Review and take other appropriate action with respect to Shop Drawings and Samples and other data that the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
8. Provide general engineering review of the work of the Contractor as construction progresses. The Engineer will also provide full-time or part-time Project Representatives on site as appropriate to review the work. The Engineer will keep the CDA informed as to any known deviations from the general intent of the Contract Documents or agreements made at the Preconstruction Conference. Copies of regular progress reports will be sent to the CDA and the Contractor.
9. Keep the CDA informed concerning progress of the work and attend meetings held by the CDA, outside agencies, and the Contractor as they relate to the project.
10. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
11. Provide construction staking as may be required to provide control to be used by the Contractor as called for in the Contract Documents.
12. Provide random testing services as the work progresses to monitor the Contractor's compliance with the Contract Documents. Such tests may include soils gradation and compaction tests, concrete tests, etc. Such testing will not replace the Contractor's own testing nor relieve the Contractor from providing his own quality control.
13. Prepare Change Orders for the CDA's approval that are necessary for the proper completion of the work by the Contractor.
14. Review the Contractor's requests for progress payments and, based on on-site observation, recommend the amount the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the CDA, based on such observations and review that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
15. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, Certificates of Inspection, tests and

approvals, and marked-up record documents including Shop Drawings, Samples, and other data and marked-up Record Drawings that are to be assembled by the Contractor in accordance with the Contract Documents.

16. Prepare and furnish to the CDA one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the Engineer's Project Representative. It is recognized that these Drawings may contain some discrepancies and omissions and will not necessarily represent "exact " field conditions.
17. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, and in company with the CDA, appropriate outside agencies, and the Contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the CDA, the Engineer considers the work substantially complete, the Engineer will deliver a certificate of Substantial Completion to the CDA and the Contractor.
18. In company with the CDA's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.
19. The Construction Engineering services will be considered complete when the construction project is accepted by the CDA and when Record Drawings have been provided to the CDA.

END OF PART 2

PART 3

PROPOSAL FORMS

EXHIBITS 1-5

COLUMBIA DEVELOPMENT AUTHORITY EXHIBITS

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms included in this package may result in your proposal being ruled nonresponsive. Nonresponsive Proposals will not be considered for a contract award. Please sign and date each form and/or certification.

- Exhibit #1 – Proposal Form
- Exhibit #2 – Acknowledgement of Addenda to RFP
- Exhibit #3 - Consultant’s Representations & Warranties Certification
- Exhibit #4 – [Not Used]
- Exhibit #5 – References
- Exhibit #6 – Acknowledgment of Sample Contract

EXHIBIT #1

PROPOSAL FORM

The undersigned (“Proposer”), upon acceptance by CDA, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies, and other work in accordance with the Request For Proposal No. 2023-1, entitled “ENGINEERING SERVICES,” and substantially in the form of the Sample Engineering Master Services Agreement and Work Order as issued on January 18, 2023.

PROPOSER: The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the Request For Qualifications (RFP) (including any exhibits also posted); and
2. That he/she agrees to all requirements, specifications, terms, and conditions of the Solicitation referenced above; and
3. That he/she will furnish the designated item(s) and/or service(s) as Proposed in the Proposal; and
4. That he/she certifies under penalty of perjury that Proposer is, to the best of his/her knowledge, not in violation of any Oregon tax law.

5. Federal Tax I.D. Number: _____ D&B (Dun’s) Number: _____

Firm's Name: _____

Firm's Address: _____

Contact Person _____ E-mail _____

Authorized Signature _____ Date _____

Telephone Number _____ Fax Number _____

Name of Project Manager and Title _____

6. Accounts Receivable Address, if different from above:

Proposer understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with CDA that incorporates the terms and conditions of the entire Request For Qualifications package.

Proposer understands that this Proposal constitutes a firm offer to CDA that cannot be withdrawn for one-hundred twenty (120) calendar days from the date of the deadline for receipt of Proposals. If awarded the contract, Proposer agrees to deliver to CDA the required insurance certificates within ten (10) calendar days of the Notice of Award.

IMCDAANT: This form must be signed below by an authorized representative of the proposing firm, to authenticate the Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

EXHIBIT #2

ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposer to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	
Addendum No.		Dated	

Consultant Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

EXHIBIT #3

**CONSULTANT’S REPRESENTATIONS AND WARRANTIES CERTIFICATION
(State of Oregon)**

Consultant hereby represents and warrants to CDA that:

1. Consultant has the power and authority to enter into and perform this Contract.
2. This Contract, when executed and delivered, is a valid and binding obligation of Consultant, enforceable in accordance with its terms.
3. Consultant (to the best of Consultant’s knowledge, after due inquiry) has never knowingly or intentionally failed to comply with:
 - (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant’s property, operations, receipts, or income, or to Consultant’s performance of or compensation for any work performed by Consultant;
 - (iii) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
4. Any goods or services to be provided to CDA, in the performance of Consultant’s obligations under this Contract, shall be provided to CDA free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Consultant Name: _____

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Title/Position: _____

To be included with ALL SOLICITATIONS, per SB 675, eff. 9-21-15.

END OF PART 3

PART 4

EVALUATION OF PROPOSALS

Evaluation Criteria and Procedure

It is intended that one contract be awarded to the responsible, responsive Proposer whose proposal CDA determines in writing is the **Most Qualified** to CDA. Only those Proposals determined to be responsive will be considered for award.

It is anticipated that CDA will select a Consultant and award a contract for ENGINEERING SERVICES. The selection will be made based on the proposals submitted and the evaluation criteria listed below. However, CDA reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal.

In the event that all Proposers do not meet one or more of the mandatory requirements, CDA reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

CDA will evaluate the proposals received. Each of the criteria listed below will be reviewed by CDA for the purpose of scoring proposals, based on how fully each proposal meets the requirements identified in this RFP.

EVALUATION CRITERIA:

A. Format of Proposals

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements specified within this RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility, and within the discretion, of the Proposer.

- (1) Proposers shall submit proposals as set forth in this RFP.
- (2) Proposers are cautioned not to minimize the importance of an adequate response in any area.
- (3) Proposers shall use a standard 11-point font, single-spaced and one-inch page margins. Proposals should contain written information on both sides of each sheet of paper.

B. Content of Proposals

The items described in each section below shall be addressed in the proposal documents at a minimum. The evaluation of the technical Proposals will be based on qualifications of the firm, qualifications of staff, project approach, related experience, demonstrated competence, and technical response to the RFP.

In addition to any information required elsewhere in this RFP and in the Scope of Work, all proposals shall contain:

- A cover letter and
- A detailed technical proposal in narrative form describing the proposer and proposed team. Proposals shall include the following items in the order listed below and shall not exceed 20 pages, excluding attachments. Items that will not be counted in the 20-page limit are: the firm's cover letter, résumés, and certifications.

All proposals shall be evaluated and ranked, based on the non-price criteria below, with the weight relationships shown. Only after the proposals have been ranked using the non-price criteria will CDA negotiate the price with

the highest ranked responsible and responsive Proposer, and if unsuccessful, with the next highest ranked responsible and responsive Proposers in order until either the execution of a Contract or cancellation of the RFP.

Provide the following information:

(1) General Qualifications and Experience of Firm and Staff (35 Possible Points)

(a) **Introduction or Cover Letter:** Provide a brief introduction of the Proposer, and an introduction of all members who may be involved in this contract.

- Describe primary business experience of the Proposer,
- Proposer’s overall mission statement,
- Describe Proposer’s financial ability to fulfill a resultant contract,
- Provide an overview of services offered,
- Identify all subconsultants proposed and describe work proposed utilizing subconsultants;
- Length of time in business,
- Organizational Chart / Structure for Proposer and each firm on the proposed team,
- Size and capabilities,
- The location of office(s),
- Telephone number, email address, website address, and
- Any other information the Proposer deems pertinent and introductory in nature.
- A primary contact person for solicitation purposes with phone number, email address and fax number must be included.

(b) **Staffing Plan and Key Personnel:** The Proposer shall describe and provide the experience, training, and qualifications of each team member qualified to provide the requested strategic plan development services. Describe the qualifications and experience of the key staff members you propose to work on this project, and demonstrate how your staff’s experience, education and training, or special knowledge skills or abilities, best qualify your firm to provide these services. The information shall be presented as a biography and detailed team member resumes or CVs may also be included. At a minimum, Proposers shall clearly describe the direct qualifications and experience of personnel identified below:

- **Project Manager.** This is the individual who will be responsible for the overall performance of the work and who will be the primary representative of the Consultant.
- **Contractual Representative.** This is the individual who will coordinate with CDA on the contractual negotiations and administration.
- **Services Lead.** This is the individual or individuals who will be engaged either on-site or virtually and will be responsible for the Consultants services as well as any coordination of other 3rd party Consultants/subconsultants involved in the project implementation.

(2) Specific Related Experience (50 Possible Points)

Provide detailed experience of firm’s experience on completed or ongoing work of a similar nature with an emphasis on recent project (last five years) completed timely and within budget. Specifically, experience in the following areas:

1. Oregon Department of Transportation (“ODOT”), Connect Oregon program, design criteria, grant and funding requirements
2. Oregon master plan development requirements for Umatilla County
3. Local land use requirements specific to Umatilla County and Morrow County
4. Large scale (greater than 1000 acre) industrial developments
5. Coordinating projects with multiple federal, state, county, CDA, tribal and other partners

(3) References (Exhibit #5)

(15 Possible Points)

The references outlined on proposal Exhibit #5 shall give the name of a contact person with knowledge of Proposer's work; that person's address, telephone number, and company; and a description of the type of work performed. References may be contacted by CDA.

CDA reserves the right to investigate the qualifications of all Proposers under consideration, to contact any Proposer on any part of the information furnished by that Proposer, or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the work under this solicitation. CDA reserves the right to visit client sites where work of a similar nature has been performed by the Proposer and / or visit the Proposer's work facility during the evaluation period.

2.2 Evaluation Procedure

A. CDA will review proposals received timely, by the deadline closing date and time, for conformance with the instructions and requirements of the RFP and Contract documents. Submissions that do not meet the requirements detailed within this RFP may be rejected as non-responsive.

B. CDA will review responsive and responsible submissions against the Evaluation Criteria set forth in this PART 4 of this RFP or in subsequent Addenda that may be issued for this solicitation.

C. CDA will total initial scoring of technical proposals.

D. CDA reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. CDA reserves the right to visit sites where work of a similar nature has been performed by the Proposer or visit the Proposer's work facility during the evaluation period. Any information gained by CDA as a result of documentation / evidence provided, and / or obtained from site visits will all be considered during the final evaluation and final scoring.

2.3 Initial Negotiations

If the CDA does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the CDA has the right to negotiate a final Contract and will begin negotiating a Contract with the highest ranked Proposer. The CDA will direct negotiations toward obtaining written agreement on:

- a) Consultant's performance obligations and performance schedule;
- b) Consultant fee schedule, payment methodology and a maximum amount payable for the services required under the Contract that is fair and reasonable to CDA;
- c) Final negotiated contract terms; and
- c) Any other provisions CDA believes to be in the best interest of CDA to negotiate.

2.4 Subsequent Negotiations

CDA shall, either orally or in writing, formally terminate negotiations with the highest-ranked Proposer if CDA and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The CDA may thereafter negotiate with the second-ranked Proposer, and if necessary, with the third-ranked Proposer, and so on, in accordance with Section 4(c) of OAR 125-248-0220 – Formal Selection Procedure. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the CDA may end the particular Formal Solicitation. The CDA may also proceed with a new Formal Solicitation for the same Services or take other procurement action that the CDA determines is in the best interest of the CDA.

END OF PART 4



Umatilla County Fire District #1

320 S. 1st Street

Hermiston, OR 97838

541-567-8822 Bus | ucfd1.com

541-564-6463 Fax | fire.district@ucfd1.com

Umatilla County Fire District # 1

Fire Protection Services

Memorandum of Understanding

This Agreement is entered into as of the ____ day of June, 2023, between Umatilla County Fire District #1 (UCFD1) and Columbia Development Authority (CDA).

WHEREAS CDA requires temporary fire protection services for both its lands and its structures between April, 2023 and the time annexation is approved in to maintain its property fire insurance coverage and:

WHEREAS the CDA Board of Directors has approved at its Board meeting in April 25, 2023 to request annexation of their properties located in Umatilla County into the UCFD1 fire protection area and has sent correspondence to UCFD1's Board of Directors requesting such annexation for fire protection and emergency services and;

WHEREAS Oregon Statue 190.010 authorizes the parties to enter into such an agreement for cooperative performance of any function or activity that a party has the authority to perform.

WHEREAS UCFD1 is willing to provide fire protection services for a period of time not to exceed more than ninety (90) days from April 25, 2023 at no cost to CDA.

1. **Overview.** Subject to the terms and conditions of this Agreement, UCFD1 hereby enters into this agreement with the CDA to provide fire protection, the parameters, duties, and expectations of which are outlined herein below.

2. **UCFDI Duties and Parameters.**

2.1 UCFD1 will provide all fire protection and rescue services to CDA lands & properties for up to ninety days while annexation is being completed, recorded and becomes in full force. During this time, UCFD1 will respond to all fires, rescues, hazardous material incidents on CDA lands located within Umatilla County at no cost to the CDA.

2.2 UCFD1 will provide fire marshal duties during this time which will include fire cause determination, recommendations, code review and enforcement, public education and consultation on the needs for CDA fire protection.

2.3 Once annexation is completed, CDA will be charged the same rates as other constituents of the Fire District. At present those rates are: \$1.75 per \$1,000 of assessed property value and an additional variable amount of \$.23 - .33 per \$1,000 assessed property value to fund existing Bonds. No assessment fees shall be due from CDA until 2024.

3. CDA Duties and Parameters.

3.1. CDA will work closely with UCFD1 and help obtain and maintain adequate funding of the District in the event tax abatement programs such as SIP's & Enterprise Zones are used at the CDA in the development of their lands.

3.2 CDA shall provide the UCFD1 with at least 2 acres of land without cost to the District for a future fire station and will help UCFD1 to have language included in CDA's purchase and sale contracts that includes terms regarding adequate funding for the construction of said fire station facility.

4. Liabilities. UCFD1 shall provide proper insurance for its employees and equipment and CDA shall provide proper insurance for its employees and equipment. Both parties agree to hold harmless each other in the case of personnel injury or catastrophic failure, or damage to UCFD1 apparatus and equipment that may be used during this initial ninety-day period.

5. Terms. This engagement shall commence upon the agreement being signed by both parties. Sections 3.1 and 3.2 shall continue in full force and effect until the CDA lands are fully developed. Any of the two parties involved, as described herein, may request an evaluation of or changes to this MOU at any time by giving the other party thirty-day notice. Such a request will result in a meeting of both parties to work out any issues. Barring written request for change in this MOU, it will continue as written.

6. Choice of Law. The laws of the state of Oregon shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

7. Arbitration. Any controversies arising out of the terms of this Agreement, or its interpretation shall be settled in the State of Oregon in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

8. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

Umatilla County Fire District # 1

By _____
Ric Sherman, Board President
Umatilla County Fire District # 1
320 S 1st Street
Hermiston, OR 97838

Date _____

Columbia Development Authority

By _____
Kim Puzey, Board Chairman
Columbia Development Authority
PO Box 200, Boardman, OR 97818

Date _____