Columbia Development Authority

Agenda
Tuesday, October 24, 2023
1pm
Columbia Development Authority
Board Meeting
Port of Morrow Commissioners Boardroom
Two Marine Drive, Boardman, Oregon

Note: Please join us by Zoom or In Person

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 and Emily Collins Project Coordinator

Guests Introductions and members of the press:

Consent Agenda

1. Approve CDA Board Meeting Minutes August 22,2023
2. Approve the CDA- BEO August 2023 and September 2023 Statements Balance ending 9-30-2023 $30,970.61 with one outstanding check of $765.38 and QuickBooks reports Balance Sheet, and P/L $30,970.61.
3. Port of Morrow Report on Grant Expenditures through September 2023

Update:

1. MASTER and STRATEGIC PLAN Progress Director Smith and Engineer of Record Fred Ziari

Action Items:

1. Annual Report
2. Road Design Contract
3. CDA/CTUIR PSA and Legal Lot Agreement
4. Annexation Irrigon Fire District

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

5. Emergency Response and Protection Services MOU
6. Promissory Note and Invoices
7. Oregon Trail and Explosion Site Construction Est. Invoice
8. Trap Shooting/Gun Club
9. Project and Land Agreement

Old Business:
1. EFU 640 Acre Parcel
3. Aerial Stills/PA Amendment

New Business

1. Message from the Chairman
2. November 28th SDAO Board Training ORS190 at 10am, Branding the property 11:30am and Board Meeting at 1pm location is at the Port of Morrow
3. RFP Audit Services
4. RFI Solar
5. Temporary Road Access Agreement OMD and CDA
6. Economic Development Updates by CDA Members

Other:
Cancellation of December Board Mtg

Public Comment Period:

Adjourn

Executive Session
There will be an 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.

Columbia Development Authority

Join Zoom Meeting
https://us02web.zoom.us/j/84034775464?pwd=aDRaTlVSYXZXdzUrbFhHZDRvazA1Zz09

Meeting ID: 840 3477 5464
Passcode: 039461
One tap mobile
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Meeting ID: 840 3477 5464
Passcode: 039461
Find your local number: https://us02web.zoom.us/u/kcbsgcSpW4

Columbia Development Authority

MINUTES

Tuesday, August 22, 2023

1pm

Columbia Development Authority

Board Meeting

Port of Morrow – Great Room

Note: Please join us in person or 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 and Emily Collins Project Coordinator

Guests Introductions and members of the press: Michele Lanigan, Kelly Doherty, Scott Stanton, Kyla Baumgartner, David Hanson, Josh Burns, Adam Huxoll, Tami Sinor, Jay Marlen, Shannon Souza, Ryan DeGrofft, Tamra Mabbott, Steve Williams, Rich Dial, Erika Lasater, Dan Hester,

Consent Agenda

1. Approve CDA Board Meeting Minutes July 25,2023
2. Approve the CDA- BEO July 2023 Statement Balance $31,787.13 and QuickBooks reports Balance Sheet, and P/L ending balance of $31,787.13
3. Port of Morrow Report on Grant Expenditures through July 2023

A Motion to approve the Consent Agenda was made by Mr. Sampson; second by Mr. Shafer, Motion Carries.

Action Items:

1. Annexation Boardman Fire and Rescue MOU-**A Motion to approve the Annexation between the CDA and Boardman Fire and Rescue by approving the MOU was made by Mr. Shafer; second by Ms. Mittelsdorf, Motion Carries.**
2. Annexation Process for Umatilla County Fire District #1-***Director Smith shared the process for annexation:***

- ***Petition to Annex signed by all of the property owners - this could include the legal, or some other method to describe the property.***
- ***Endorsement by the District Board***
- ***File both with the Board of Commissioners***

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- ***Commissioners set and conduct the required hearing and can adopt an order annexing the property into the district. (NOTE: Schwabe is working on the process for us)***

3. Insurance Policy- ***Director Smith shared that at last month's meeting the board asked both Elizabeth and Josh Burns to collaborate on a board Insurance Policy. A Motion to approve the Board Insurance Policy was made by Ms. Mittelsdorf; second by Mr. Shafer, Motion Carries.***
4. Debit Card for BEO Checking Acct-***A Motion to approve a Debit Card for the CDA Bank of Eastern Oregon checking account #0060000123 and to have it in the name of the Columbia Development Authority w/Debbie Pedro as the primary was made by Ms. Mittelsdorf; second by Mr. Sampson, Motion Carries.***
5. PSA CDA and CTUIR – ***Director Smith shared that the tract issue remains unresolved. (***See ***TRACT Map). The board suggested that Director Smith, Mr. Sampson along with their perspective attorneys meet to discuss the tracts needed by each party.***
6. Road Design Contract – **Contract negotiations are underway with AP.**
7. Criteria for Projects – **Would the board provide directions on how they would like you to present projects.**

Old Business:
1. UEC Easements Tracts 7-10**-** ***were provided in the board packet the easements are in line with our MOA between UEC and CDA.***
New Business

1. Message from the Chairman
2. MASTER and STRATEGIC PLAN PROGRESS ***Director Smith and Engineer of Record Fred Ziari gave an update on progress.***
3. Economic Development Updates by CDA Members. **E*ach member gave a brief update during the meeting.***

Other:

Public Comment Period:

Adjourn 2:37pm

Executive Session there was no 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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Passcode: 039461
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Columbia Development Authority
Reconciliation Summary
CDA Checking Account-BEO, Period Ending 08/31/2023

	Aug 31, 23	
Beginning Balance		23,787.13
Cleared Transactions		
Checks and Payments - 3 items	-75.96	
Deposits and Credits - 2 items	11,422.00	
Total Cleared Transactions	11,346.04	
Cleared Balance		**35,133.17**
Register Balance as of 08/31/2023		35,133.17
Ending Balance		35,133.17

Columbia Development Authority
Reconciliation Detail
CDA Checking Account-BEO, Period Ending 08/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						23,787.13
Cleared Transactions						
Checks and Payments - 3 items						
Check	07/25/2023	2511	Umatilla Electric Co...	X	-35.00	-35.00
Check	08/22/2023	2512	Umatilla Electric Co...	X	-35.00	-70.00
Check	08/31/2023	W/D	Bank of Eastern Ore...	X	-5.96	-75.96
Total Checks and Payments					-75.96	-75.96
Deposits and Credits - 2 items						
Deposit	06/28/2023	Deposit	Columbia Basin Far...	X	8,000.00	8,000.00
Deposit	08/31/2023	DEP	Business Oregon	X	3,422.00	11,422.00
Total Deposits and Credits					11,422.00	11,422.00
Total Cleared Transactions					11,346.04	11,346.04
Cleared Balance					11,346.04	35,133.17
Register Balance as of 08/31/2023					11,346.04	35,133.17
Ending Balance					**11,346.04**	**35,133.17**

Columbia Development Authority
Profit & Loss
January through August 2023

	Jan - Aug 23
Ordinary Income/Expense	
Income	
Hermiston Generating Lease/Dep	2,925.00
Lease Walla Walla Foundry	11,250.00
Option to Purchase	8,000.00
Refund Income	3,750.00
Total Income	25,925.00
Gross Profit	25,925.00
Expense	
Bank Service Charges	15,046.95
Electric Bill - Depot	105.00
Electric Bill Depot	74.09
First American Title Company	87,696.50
Insurance Depot	25,204.00
Insurance Expense	1,692.00
Meals and Entertainment	3,600.00
Total Expense	133,418.54
Net Ordinary Income	-107,493.54
Other Income/Expense	
Other Income	
Sub-Lease Income	8,000.00
Total Other Income	8,000.00
Net Other Income	8,000.00
Net Income	**-99,493.54**

Columbia Development Authority
Profit & Loss
August 2023

	Aug 23
Ordinary Income/Expense	
Income	
Refund Income	3,422.00
Total Income	3,422.00
Gross Profit	3,422.00
Expense	
Bank Service Charges	5.96
Electric Bill - Depot	35.00
Total Expense	40.96
Net Ordinary Income	3,381.04
Net Income	**3,381.04**

Columbia Development Authority
Balance Sheet
As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
CDA Checking Account-BEO	35,133.17
Total Checking/Savings	35,133.17
Total Current Assets	35,133.17
TOTAL ASSETS	**35,133.17**
LIABILITIES & EQUITY	
Equity	
Unrestricted Net Assets	134,626.71
Net Income	-99,493.54
Total Equity	35,133.17
TOTAL LIABILITIES & EQUITY	35,133.17

Columbia Development Authority
Reconciliation Summary
CDA Checking Account-BEO, Period Ending 09/30/2023

	Sep 30, 23	
Beginning Balance		35,133.17
Cleared Transactions		
Checks and Payments - 4 items	-4,162.56	
Total Cleared Transactions	-4,162.56	
Cleared Balance		**30,970.61**
Uncleared Transactions		
Checks and Payments - 1 item	-765.38	
Total Uncleared Transactions	-765.38	
Register Balance as of 09/30/2023		**30,205.23**
Ending Balance		30,205.23

Columbia Development Authority
Reconciliation Detail
CDA Checking Account-BEO, Period Ending 09/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						35,133.17
Cleared Transactions						
Checks and Payments - 4 items						
Check	08/22/2023	2513	Nixyaawi Communit...	X	-1,500.00	-1,500.00
Check	09/11/2023	2516	Port of Morrow	X	-1,992.21	-3,492.21
Check	09/11/2023	2515	Dan Dorran	X	-664.41	-4,156.62
Check	09/30/2023	W/D	Bank of Eastern Ore...	X	-5.94	-4,162.56
Total Checks and Payments					-4,162.56	-4,162.56
Total Cleared Transactions					-4,162.56	-4,162.56
Cleared Balance					-4,162.56	30,970.61
Uncleared Transactions						
Checks and Payments - 1 item						
Check	09/11/2023	2514	Jeff Wenholz		-765.38	-765.38
Total Checks and Payments					-765.38	-765.38
Total Uncleared Transactions					-765.38	-765.38
Register Balance as of 09/30/2023					-4,927.94	30,205.23
Ending Balance					**-4,927.94**	**30,205.23**

Columbia Development Authority
Profit & Loss
January through September 2023

	Jan - Sep 23
Ordinary Income/Expense	
Income	
Hermiston Generating Lease/Dep	2,925.00
Lease Walla Walla Foundry	11,250.00
Option to Purchase	8,000.00
Refund Income	3,750.00
Total Income	25,925.00
Gross Profit	25,925.00
Expense	
Bank Service Charges	15,052.89
Electric Bill - Depot	105.00
Electric Bill Depot	74.09
First American Title Company	87,696.50
Insurance Depot	25,204.00
Insurance Expense	1,692.00
Meals and Entertainment	3,600.00
Sponosrship	1,500.00
Travel Expense	3,422.00
Total Expense	138,346.48
Net Ordinary Income	-112,421.48
Other Income/Expense	
Other Income	
Sub-Lease Income	8,000.00
Total Other Income	8,000.00
Net Other Income	8,000.00
Net Income	**-104,421.48**

CDA GRANT EXPENDITURES

PORT OF MORROW | 7-1-2023 THRU 9-30-2023 | AS OF 10-18-2023| CL090-22-01|

WAGES

7/3/2023	Payroll Bi-Weekly 6/30/2023	10,718.40
7/18/2023	Payroll Bi-Weekly 7/14/2023	10,806.84
8/1/2023	Payroll Bi-Weekly 7/28/2023	10,887.52
8/15/2023	Payroll Bi-Weekly 8/11/2023	10,887.52
8/29/2023	Payroll Bi-Weekly 8/25/2023	10,806.84
9/12/2023	Payroll Bi-Weekly 9/8/2023	10,968.20
9/26/2023	Payroll Bi-Weekly 9/22/2023	10,887.52
LRA TOTAL WAGES	**400.4200.00**	**$75,962.84**
P/R COST 42%	**415.4200.00**	**$31,904.39**
PAYROLL COSTS | LRA TOTAL	**4XX.4200.00**	**$107,867.23**

CONTRACT SERVICES

7/31/2023	IRZ CONSULTING	5,177.50
8/31/2023	IRZ CONSULTING	16,251.25
9/30/2023	IRZ CONSULTING	8,592.50
CONTRACT SERVICES | LRA TOTAL	**506.4200.00**	**$30,021.25**

TELEPHONE

7/30/2023	EMILY COLLINS - JULY PHONE	100.00
7/30/2023	DEBORAH PEDRO - JULY PHONE	100.00
7/30/2023	GREGORY SMITH - JULY PHONE	100.00
8/30/2023	EMILY COLLINS - AUGUST PHONE	100.00
8/30/2023	DEBORAH PEDRO - AUGUST PHONE	100.00
8/30/2023	GREGORY SMITH - AUGUST PHONE	100.00
9/30/2023	EMILY COLLINS - SEPTEMBER PHONE	100.00
9/30/2023	DEBORAH PEDRO - SEPTEMBER PHONE	100.00

9/30/2023	GREGORY SMITH - SEPTEMBER PHONE	100.00
TELEPHONE | LRA TOTAL	**515.4200.00**	**$900.00**

SUPPLIES		
7/23/2023	VISA 8246** - 8246: SUPPLIES DEPOT RIBBON CUTTING	$1,940.65
7/23/2023	VISA 6348** - 6348: SUPPLIES DEPOT RIBBON CUTTING	$64.30
8/22/2023	VISA 8246** - 8246: MISC OFFICE SUPPLIES	$311.78
9/15/2023	PHOTOGRAPHY PLUS, INC - AERIAL PHOTOS	$1,500.00
9/21/2023	VISA 8246** - 8246: supplies, realestate mtg	$78.99
9/21/2023	VISA 6348** - 6348: board mtg supplies & lunch mtg w/board member	$105.45
9/29/2023	BOARDMAN CHAMBER OF COMMERCE - LUNCHEON - DEBBIE	$15.00
9/29/2023	BOARDMAN CHAMBER OF COMMERCE - LUNCHEON - EMILY	$15.00
SUPPLIES | LRA TOTAL	**550.4200.00**	**$4,031.17**

LEGAL		
7/31/2023	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	9,422.00
8/31/2023	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	6,756.00
9/30/2023	SCHWABE, WILLIAMSON & WYATT - Umatilla Army Depot Acquisition	2,080.00
LEGAL | LRA TOTAL	**555.4200.00**	**$18,258.00**

ADS & PUBLICATIONS		
7/12/2023	NORTHEAST OREGON NOW - 4 WK AD	175.00
7/31/2023	SYKES PUBLISHING LLC - RIBBON CUTTING AD	190.17
7/31/2023	EAST OREGONIAN ACCT#036576 COLUMBIA DEVELOPMENT ADS	517.5
9/21/2023	VISA 8246** - 8246: RFP DOAD DESIGN AD	112.05
ADS & PUBLICATIONS TOTAL	**560.4200.00**	**$994.72**

TRAVEL		
7/23/2023	VISA 8246** - 8246: LUNCH MTG IN PENDLETON W JOSHN SHAFER	50.43
7/30/2023	EMILY COLLINS - Mileage reimb: Meetings & Debot Ribbon Cutting	177.50
7/30/2023	DEBORAH PEDRO - Mileage reimb: Meetings & Debot Ribbon Cutting	254.65
7/30/2023	GREGORY SMITH - Mileage reimb: Meetings & Debot Ribbon Cutting	179.47
8/22/2023	VISA 8246** - 8246: Meetings	73.43
8/22/2023	VISA 6348** - 6348: lunch meeting w/IRZ	47.96
8/30/2023	EMILY COLLINS - MILEAGE REIMB: meetings & depot TOURS	129.69

8/30/2023	DEBORAH PEDRO - MILEAGE REIMB: Depot tours, EO Summit in La Grande	234.48
8/30/2023	GREGORY SMITH - MILEAGE REIMB: meetings & site tours	68.15
9/14/2023	CDA 2516 - CDA 2516	(1,992.21)
9/30/2023	EMILY COLLINS - MILEAGE REIMB: depot mtg, governors luncheon	53.71
9/30/2023	DEBORAH PEDRO - MILEAGE REIMB: Depot mtg, Governors luncheon, petition mtg	69.46
9/30/2023	GREGORY SMITH - MILEAGE REIMB: Depot mtg, OMD mtg in Salem	152.61
TRAVEL | LRA TOTAL	**570.4200.00**	**($500.67)**

EDUCATION CDA

EDUCATION CDA | LRA TOTAL	**573.4200.00**	**$0.00**

DUES & SUBSCRIPTIONS

7/23/2023	VISA 8246** - 8246: WIX AND GOOGLE SUBSCRIPTION	$193.99
8/22/2023	VISA 8246** - 8246: DROP BOX & GOOGLE SUBSCRIPTION	$121.87
DUES & SUBSCRIPTIONS | LRA TOTAL	**580.4200.00**	**$315.86**

LEASE EXPENSE

7/31/2023	LRA Lease	2,906.83
8/31/2023	LRA Lease	2,906.83
9/30/2023	LRA Lease	2,906.83
LEASE EXPENSE | LRA TOTAL	**594.4200.00**	**$8,720.49**

TOTAL OF LEDGER	**EXPENSES YEAR TO-DATE**	**$170,608.05**

EXPENSES TOWARDS 2ND QTR ENDING 9/30/2023	**$170,608.05**

Columbia Development Authority

Columbia Development Authority Annual Report given to the CDA Board Morrow County, Umatilla County, Port of Morrow, Port of Umatilla and CTUIR

1. CDA Staff-Maintain the institutional capacity in Umatilla and Morrow County for the five CDA parties that include the Port of Umatilla, Port of Morrow, Confederated Tribes of the Umatilla Indian Reservation, Umatilla County and Morrow County to coordinate among themselves and with the Department of Defense to expedite the transfer and the reuse of the Umatilla Army Depot.
2. Provided local capacity to instigate and coordinate communications and meetings among affected parties. Provide information to the public and facilitate the base closure process among stakeholders.
3. Created Institutional at the local level for the five CDA parties and other key organizations with the Department of Defense and BRAC to expedite the transfer and reuse of the Umatilla Chemical Depot from the Army to the CDA.
4. Sub-lease and lease Income CDA Checking Acct.
5. CDA and BRAC Communications
6. Completion of the Conveyance Package and Deeds in Umatilla and Morrow Counties of 9511.37 acres.
7. Final closing and all related documents.
8. 4019 Acre Land Transfer to CTUIR from the CDA did not happen during this time frame.
9. 39 Acre Farm Parcel sale did not happen during this time frame.
10. Tours with perspective developers on CDA land.

Easement Preparation

CDA worked on the maps, design, and memorandum of agreement between OMD, CDA and UEC to confirm existing utility locations and proposed future locations, which, among other things, would protect CDA's ability to receive

electricity during its startup phases and would also provide for a plan by which CDA and the Army could dis-entangle their power service over the long term. It also involved drafting, revising, and refining the agreement and analysis of current and future locations for utility poles.

CDA also prepared the Umatilla County pipeline easement agreement, which included an easement for the underground injection area. That agreement was negotiated with Umatilla County and CDA over the course of some months.

New lease agreements for the igloos were developed as well.

Site Partitioning Documents

CDA worked with both Umatilla & Morrow County planners to identify legal lots of record post-closing to ensure that CDA could adjust lot lines, create lawful units of land, and partition or subdivide the property post-closing.

CDA coordinated with the county planners to prepare a legal memo, signed by the county's and CDA attorneys, which confirmed that the conveyance of the property from the Army to CDA would not extinguish lawful units of land and would be the transfer of a lawful unit of land.

The two deeds that are recorded show the partitioning, legal and surveyed land of the 9511 acres to the CDA with land in Morrow and Umatilla Counties.

Water Rights Documents

CDA coordinated with OMD and the Army regarding potential changes to and application of the CDA-Army water rights memorandum of agreement, potential changes to water infrastructure on the Army & CDA properties to supply water to CDA post-closing, and work the Army and OMD were doing to put the water to beneficial use and avoid forfeiture of the water rights so as to protect those water rights for transfer to CDA post-closing.

CDA also evaluated the water rights and uses that CDA would be able to undertake with the existing water rights post-closing as part of future planning related to the water supply for the CDA (particularly on Parcel 1), and provided background regarding the status water rights to members of the public, including farming interests, who had concerns about the use of groundwater by CDA post-

closing. CDA also worked on the Umatilla County pipeline easement and associated survey of the easement for recording, to support development of infrastructure to support the future delivery of water right to CDA. CDA also vetted the opportunity for building out of other pipelines and pump stations and opportunities to acquire water rights from various local governments to provide a fresh water supply to Parcel 1 post-closing.

Deed and Closing Document Work
Promissory Note agreement between CDA and the Army. Loan Documents, Letter of Credit, Title Report, Title Insurance, and related documents. There were many meetings with the Army Corp of Engineers and their legal team as well as American First Title and the Bank of Eastern Oregon.

Land Transfer to CTUIR
Currently we are working with CTUIR attorney and developing the deed and bill of sale agreement. A parcel land division for the 4019 acres and a small 39-acre farm parcel is slated to be deeded by sometime after the first of the year.

CDA Grant Expenses
The Grantee expensed $617,193.00 in federal funds during this reporting period and $68,583.00 in non-federal funds.
Total expenditures for the reporting period April 1, 2022-March 31, 2023 (federal and non-federal) were **$685,776.00**.
Total Federal Un-expended funds for this reporting period were $13,007.00.
All expenditures are consistent with the work performed.
Please see below discussion on budget expenditures per category.

Personnel & Fringe
Authorized grant funds in this category were Federal $273,505..00 and Non-Federal $30,388.00 for a total of $303,893.00.
Total Spent Federal $185,011.00 salaries and $77,704.00 fringe benefits for a total budget of $262,715.00.
Total Spent Non-Federal $20,558.00 salaries and $8,636.00 fringe benefits for a total budget of $29,194.00.
Grand total spent during the 12 months grant $291,909.00.

Travel

Total authorized grant Federal funds in this category were $22,550.00 and Match were $2500.00. Actual expenditures Federal $16,714.00 and Non-Federal $1,859.00 in the category **Total Expenditures of $18,573.00**. Meetings include with BRAC, ADC Conferences, OMD, site tours, meetings with projects, partners, and local travel.
Grand Total Travel spent during the 12-month grant $18,573.00.

Contractual
Legal Services authorized budget Federal $274,050.00 and non-Federal match $30,450.00.
Actual amounted expended Federal $279,714.00 and Non-Federal $31,080.00.

Actual expenditures in Federal Contractual/Legal category Federal overage were $5,664.00 and non-Federal 630.00, for a total overage of 6,294.00.
Grand Total Contractual spent during the 12-month grant $310,794.00.
This budget was based upon our estimate of gathering all the information, finalizing the MOA, Deed, and closing to ensure CDA could transfer 9511 acres from the Army to the CDA.
The Reason for slippage in legal services is that there were aspects of the transfer of land that had to be researched and the development of the Deed and associated documents were correct. There was additional work required to close the transaction.

Supplies
Federal authorized budget for this grant cycle was $46,782.00. Total Federal spent was $42094.00 and Non-Federal was $4,688.00. Total spent was $44,499.00.
Grand Total Supplies spent during the 12-month grant $44,499.00.
Supplies included Office Rent and related expenses, Communications, Advertising, Postage, Membership Dues, and General Other Expenses.

Total Un-Expended Funds
Total un-expended Federal funds of $13,007.00 and non-Federal un-expended funds were $1,443.00 Grand total of un-expended funds was $14,450.00.

CDA and the Army top priority was to transfer the 9511.37 acres from the Army to the CDA before the end of March 2023. This was the fourth largest BRAC transfer of property back to the communities in history. CDA worked with our real estate,

water and legal team, Army Corp of Engineers legal team and the Office of General Counsel to produce the Conveyance Package and deed the property titled Parcel 1 to the CDA during this grant expenditure Cycle.

LIMITED ENGINEERING SERVICES AGREEMENT

This Limited Engineering Services Agreement ("Agreement") is between the Columbia Development Authority, an entity formed by Intergovernmental Agreement between the County of Morrow, County of Umatilla, Port of Morrow, Port of Umatilla and the Confederated Tribes of the Umatilla Indian Reservation, (hereinafter referred to as the "**CDA")**, and Anderson Perry & Associates, Inc. (hereinafter referred to as "**Consultant** "). The Effective Date of this Agreement is the date of the last signature on this Agreement, below.

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

1. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of the Services as set forth in **Exhibit A**. Consultant shall perform the Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.

2. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on the three-year anniversary date or as approved by the CDA.

3. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion by the Milestone Deliverable Deadlines, shown in **Exhibit A**. It is agreed that time is of the essence in the performance.

4. **COMPENSATION:** The CDA shall pay fees to the Consultant based on the hourly rates set forth in **Exhibit B**, provided that total aggregate compensation under this Agreement shall not exceed the cost amounts set forth in **Exhibit A** for each Milestone Deliverable **("NTE Amounts")**. Consultant shall submit monthly invoices based on hours worked and tasks completed at the rates approved on **Exhibit B**. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the CDA. If CDA does not pay within thirty (30) days of receipt of invoice acceptable to CDA, the invoice shall incur a service charge of 1.5% per annum on the unpaid monthly balance.

5. **STATUS OF CONSULTANT AND RELATIONSHIP TO CDA:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with CDA other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between CDA and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of CDA. The Consultant is not and shall not act as an agent of CDA. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant

shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. CDA's only interest is in the results to be achieved.

6. **REPRESENTATIONS:** The Consultant represents and covenants that:

   a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.

   b. In accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement, and is familiar with requirements of the Services and accepts them for such performance.

   c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon, and in Morrow County and Umatilla County, that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.

   d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered and/or licensed to do business in good standing in the State of Oregon.

   e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

7. **CONSULTANT'S INSURANCE:** The Consultant shall keep and maintain the following insurance for the duration of the contract period:

a. Commercial General Liability insurance on an occurrence basis with a limit of not less than $2,000,000 each occurrence for bodily injury and property damage and $3,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the CDA and its directors, officers, and employees as Additional Insured with respect to Contract.

b. Automobile Liability insurance with a combined single limit of not less than $2,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

c. Professional Liability insurance with a $3,000,000 per claim and $5,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the Consultant's acts, errors or omissions in any way related to this Contract.

d. Prior to commencing any work under this Agreement, the Consultant shall provide the CDA with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the CDA and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.

e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made

policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

8. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless CDA, its board members, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are directly resulting from, or alleged to arise from, the intentional, willful, reckless or negligent acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the CDA shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Consultant shall not be required to indemnify CDA or any of the indemnified persons above for any liability arising from CDA's or such person's own fault.

9. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the CDA, any and all information given to the Consultant by the CDA or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the CDA so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the CDA, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the CDA to execute such a confidentiality agreement.

10. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder without the express written consent of the other party. In the event of dissolution, consolidation or termination of the CDA, the parties agree that the CDA may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

11. **SUB-CONSULTANTS:**

    a. General. The Consultant is solely and fully responsible to the CDA for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the CDA. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.

    b. Sub-Consultant Commitments: All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:

        i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.

ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the CDA in its sole discretion, as provided by this Agreement.

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

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

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

12. <u>BREACH, TERMINATION FOR-CAUSE AND REMEDIES:</u> It shall be a material breach of this Agreement for the Consultant to:

a. Fail to supply enough properly skilled workers or proper materials to timely complete the Services by the Milestone Deliverable Deadlines or within the NTE Amounts;

b. Substitute key personnel identified in the Schedule or Budget that materially affect the quality of the Services, delay the Services or result in a material risk that the NTE amount will be exceeded;

c. Fail to substantially initiate the Services within 7-days of the Effective Date and demonstrate the retention of adequate personnel, subconsultants and resources to timely complete the Services by the Milestone Deliverable Deadlines or within the NTE Amounts;

d. Fall materially behind the Schedule or exceed the Budget established in Sections 3 or 4 above, either of which will be deemed to demonstrate a likelihood that the Consultant will fail to complete the Services by the Milestone Deliverable Deadlines or within the NTE Amounts;

e. Fail to make payment to sub-consultants or suppliers in accordance with the respective agreements between the Consultant and the sub-consultant or suppliers;

f. Disregard applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

g. Fail in any material way to perform the Services with the requisite standard of professional care; or

h. Otherwise be in material breach of a provision of this Agreement.

In the event CDA believes that Consultant is in breach of this Agreement for any of the reasons listed above, CDA shall provide Consultant with written notice of the breach. Within ten (10) days of the notice, CDA and Consultant shall meet and develop a reasonably acceptable Recovery Plan for Consultant to cure the breach. Should the parties be unable to reach agreement on a Recovery Plan within fourteen (14) days of the meeting, CDA may undertake any and all steps allowed at law or equity to enforce this Agreement, including but not limited to termination or action for damages.

Notwithstanding any other provision of this Agreement, CDA may terminate this Agreement without a right to cure in the event of an immediate risk to health or safety resulting from Consultant's actions or inaction.

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

a. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by CDA, the Consultant shall immediately proceed as follows:

i. Stop work on the Services as specified in the notice of termination;

ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;

iii. Submit to CDA detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so that CDA can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services, and if CDA so elects, CDA may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;

iv. Complete performance in accordance with this Agreement of all of the services not terminated; and

v. Take any action that may be necessary, or that CDA may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which CDA has or may acquire an interest.

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

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

d. CDA's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which CDA has against the Consultant under this Agreement.

e. Partial Termination. If the termination is partial, CDA shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

14. FORCE MAJEURE: Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of CDA or third parties, Consultant shall be given an appropriate time extension and shall be compensated for direct costs Consultant reasonably and necessarily incurs. Delays of more than sixty (60) calendar days shall, at the option of either party, make this contract subject to termination.

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

16. WORK PRODUCT: All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by CDA to the Consultant for such work produced herein become or remain the property of CDA under all circumstances, whether or not the Services are complete. When requested by CDA, all work products shall be delivered to the CDA in the

design software's digital format (ie. DWG, SHP files etc.), and PDF or full-size, hard copy form. Work products shall be provided to the CDA at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for the term of this Agreement plus three (3) years, shall make them available for CDA's use, and shall provide such copies to the CDA upon request at commercial printing or reproduction rates, even after termination of this Agreement for whatever reason.

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

17. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:

a. Public Records. The Consultant acknowledges and agrees that all documents in CDA's possession, including documents submitted by the Consultant, are subject to the provisions of the Public Records Law, and the Consultant acknowledges that CDA shall abide by the Public Records Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultant's costs incurred to comply with the Public Records Law, including any legal determination regarding the Public Records Law made by a court or the District Attorney. The Consultant is advised to contact legal counsel concerning application of the Public Records Law to the Consultant.

b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to CDA to be confidential, proprietary or otherwise protected from disclosure under the Public Records Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to CDA together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by CDA in CDA's discretion. CDA will make a good faith effort to accommodate a reasonable confidentiality request if in CDA's opinion CDA determines the request complies with the Public Records Law.

c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to CDA, CDA's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

18. DESIGNATION OF REPRESENTATIVES: The CDA hereby designates Greg Smith, Executive Director of CDA, or his designee, and the Consultant hereby designates Brad D. Baird, PE, Senior Engineer, or his designee, as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.

19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the CDA.

20. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

21. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the successors and assigns of the parties hereto.

22. **NO WAVIER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

23. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.

24. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.

25. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the Umatilla County Circuit Court or the Morrow County Circuit Court.

26. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Umatilla or Morrow County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by

arbitration in Umatilla or Morrow County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.

27. FURTHER ASSURANCES: Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.

28. LIMITATION ON LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ___ day of _____, 2023.

CONSULTANT	**COLUMBIA DEVELOPMENT AUTHORITY**
By: _____ (Signature)	By: _____ (Signature)
Name: _____Chas Hutchins_____ (Print Name)	Name: _____Greg Smith_____ (Print Name)
Title: _____President_____	Title: ____Executive Director_____
Date: _____	Date: _____

EXHIBIT A
ENGINEERING PROJECT AND SCOPE OF SERVICES

Project Description

Based on the results of the Columbia Development Authority's (CDA) RFP No. 2023-02, the CDA has requested that Anderson Perry & Associates, Inc. (AP) provide engineering design for the 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. 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.

Phase 1 Scope of Work- Engineering and Design

Meetings

- AP will arrange weekly design meetings (virtual or in-person as needed) on behalf of each consultant participating in the project, for the duration of the design stages of the project. The weekly design meetings shall include IRZ, CDA Staff and others whom the CDA or AP may deem as required. Other AP team members shall attend meetings and provide review and feedback on meeting minutes.
- AP shall document and manage all design review comments to a reasonable level of detail during all design stages, capturing comments, impact, status, and resolution dates.

10% Pre-Design Package

Project requirements will be reviewed and confirmed with the CDA's Project Team, along with confirmation of new base conditions, prior to the start of this stage. The primary objective in this phase of the project is to determine the basic alignment of the road and how far the road can be constructed while remaining within the $7M budget. Completion of this stage of work shall represent approximately 10% completion and includes at a minimum the following tasks:

Activities:

- Coordinate with CDA's Project Team to confirm current design plans.
- 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 Project Team. 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 Project Team. This figure will also identify potential ROW acquisition needs associated with the preferred alignment.

- Perform site visits to verify existing conditions and verify accuracy of existing drawings available.
- Produce schematic design information outlining general project layout and infrastructure locations.
- Survey Services as needed for design.
- Schedule review session of the Design Review Package with the CDA's Project Team.

Deliverables:

- Produce a 10% Pre-Design Report that focuses on where AP recommends the new road be constructed while remaining within the $7M project budget. The report should also summarize the overall design progress to date, risks to the project, design assumptions, future tasks necessary to verify assumptions and a pre-design project cost estimate.
- Produce a 10% level drawing package that includes at a minimum the following.
    - A Map of the Conceptual Road Alignment
        - Identifying potential ROW acquisition needs.
    - Typical Road Cross Section
    - Typical ROW Cross Section Including Potential Future Utilities
    - Additional Typical Details as Needed
    - Six hard copies and a PDF copy of the design report and conceptual road alignment figures with cross sections.
- Updated monthly schedule that indicates design development and overall construction period.

30% Design Acceptance Package (DAP)

Completion of this stage of work shall represent approximately 30% design completion and should be based upon the scope further defined in the 10% design phase. The 30% Design Package should include at a minimum the following tasks:

Activities:

- Upon CDA approval of the 10% pre-design and alignment development and section, a DAP or conceptual set of Plans 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.
- Complete a geotechnical investigation along the road alignment.
- Survey Services as needed for design.
- Schedule review session of the Design Acceptance Package with CDA's Project Team.

Deliverables:

- Produce a 30% Design Acceptance Package Report summarizes the overall design progress to date, risks to the project including potential utility conflicts, design assumptions, future tasks necessary to verify assumptions and a preliminary project cost estimate.
- Produce a 30% level drawing package that includes at a minimum the following.
    - Cover Sheet
    - Table of Contents
    - Line Style Definitions
    - Preliminary Plan and Profile Sheets
    - Typical Road Cross Section
    - Typical ROW Cross Section Including Potential Future Utilities
    - Additional Typical Details as Needed
    - List of Anticipated Sheets
- Geotechnical Report summarizing findings and design criteria from the geotechnical investigation.
- Updated monthly schedule that indicates design development and overall construction period.
- Six hard copies and a PDF copy of the design report and drawing package.

60% Preliminary Plan Package

Completion of this stage of work shall represent approximately 60% design completion and should include at a minimum the following tasks:

Activities:

- Preliminary Plans will be prepared incorporating comments received on the DAP and include 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.
- Develop an updated preliminary estimate of construction cost.
- Develop a preliminary construction schedule.
- Survey Services as needed for design.
- Schedule review session of the 60% Preliminary Plan Package with CDA's Project Team.

Deliverables:

- Produce a 60% Preliminary Plan Report summarizes the overall design progress to date, risks to the project including potential utility conflicts, design assumptions, future tasks necessary to verify assumptions and an updated preliminary project cost estimate.

- Produce a 60% level drawing package that includes at a minimum the following.

    - Cover Sheet
      - Table of Contents
      - Line Style Definitions
      - 60% Plan and Profile Sheets
        - Showing existing utility locations
        - Locations of new culverts and existing culvert extensions
      - Road Cross Section Details
      - ROW Cross Section Details Including Potential Future Utilities
      - Erosion and Sediment Control Plans
      - Intersection Details
      - Existing Road Crossing Details
      - Signing and Striping Details
      - Additional Typical Details as Needed
      - Preliminary Specifications
- Updated monthly schedule that indicates design development and preliminary construction.
- Six hard copies and a PDF copy of the design report and drawing package.

90% Advance Plan Package

Completion of this stage of work shall represent approximately 90% design completion and should include at a minimum the following tasks:

Activities:

- Advance Plans will be prepared incorporating comments received on the 60% Preliminary Plan Package and include road plan and profile sheets showing existing utility locations, intersection details, local road access details, erosion and sediment control plans, intersection details, and signing and striping plans. Utility conflict areas will be noted.
- 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.
- Develop a detailed construction bid schedule.
- Develop additional bid related items as requested by the CDA Project Team.
- Develop maps of survey and legal descriptions for any additional ROW's required for this project.
- Survey Services as needed for design.
- Schedule review session of the 90% Advance Plan Package with CDA's Project Team.

Deliverables:

- Produce a 90% Advance Plan Report summarizes the overall design progress to date, risks to the project including potential utility conflicts, design assumptions, future tasks necessary to verify assumptions and an updated preliminary project cost

estimate.

- Produce a 90% level drawing package that includes at a minimum the following.
    - Cover Sheet
    - Table of Contents
    - Line Style Definitions
    - 90% Plan and Profile Sheets
        - Showing existing utility locations
        - Locations of new culverts and existing culvert extensions
    - Road Cross Section Details
    - ROW Cross Section Details Including Potential Future Utilities
    - Erosion and Sediment Control Plans
    - Intersection Details
    - Existing Road Crossing Details
    - Signing and Striping Details
    - Additional Details as Needed
    - Final Specifications
- Updated monthly schedule that indicates design development and detailed construction schedule.
- Six hard copies and a PDF copy of the design report and drawing package.

100% Final Plan Package

Completion of this stage of work shall represent approximately 100% design completion should include at a minimum the following tasks:

Activities:

- The comments received on the Advance Plans set of Bidding will be incorporated into a final set of documents. Verification of final project quantities and bidding information will be performed.
- A final estimated construction schedule will be prepared.
- Finalize the detailed construction bid schedule.
- Finalize additional bid related items as requested by the CDA Project Team during the previous design phases.
- Finalize maps of survey and legal descriptions for any additional ROW's required for this project.

Deliverables:

- Produce a 100% Final Plan Report summarizing the overall design progress to date, risks to the project, design assumptions and finalized project cost estimate.
- Produce a Final Stamped Drawing Package
- Produce Final Stamped Project Specifications
- Produce final estimated construction schedule
- Six hard copies and a PDF copy of the design report and drawing package.

Key Deliverables and Timeline

- CDA's Project Team will have the opportunity to review and provide comments for the submittal packages following each submission.

Item	10% Design Package	30% Design Package	60% Design Package	90% Design Package	100% Design Package
Timeline	10-02 to 11-13-2023	12-11 to 01-22-2023	02-05 to 04-15-2024	04-29 to 07-08-2024	07-22 to 08-19-2024
Review Period	11-13 to 12-11-2023	01-22-2023 to 02-05-2024	04-15 to 04-29-2024	07-08 to 07-22-2024	08-19 to 09-09-2024
Total Time	6 weeks	8 weeks	12 weeks	8 weeks	9 weeks
Assumptions	Agreement signed on 09-26-2023. Four-week review period.	2-week review period	2-week review period	2-week review period	3-week review period

Timeline Clarifications and Assumptions

- This schedule assumes AP has a fully executed contract to begin work 10-02-2023.
- The first review period is four weeks for the 10% package. The 30%, 60%, and 90% design reviews are all for a two-week period, with the 100% final review at 3 weeks.
- This schedule assumes the CDA will advertise, bid, and award in October to early November 2024.
- Construction Contracting occurs in November 2024 for payment and performance bonds, certificates of insurance, agreement, notice to proceed, etc.
- Construction starts in late November or early December, and the CDA can build in the winter.
- A 12–13-month construction window.
- Paving would occur in September/October of 2025.

Cost for Services

AP will provide these services on a time and material basis for each Key Deliverable. The values below are Not to Exceed Amounts. The total Not to Exceed Amount for the Phase 1 Scope or Work outlined above is **$605,000**.

- 10% Pre-Design Package: $35,000
- 30% Design Acceptance Package (DAP): $165,000
- 60% Preliminary Plan Package: $200,000
- 90% Preliminary Plan Package: $150,000
- 100% Final Plan Package: $55,000
- Total Scope of Work: $605,000

Phase 2 Scope of Work – Construction Engineering

AP will not proceed to perform any work under Phase 2, as described in detail below, until receipt of a written Notice to Proceed from CDA and agreement on a price or NTE Amount for completion of Phase 2.

Activities/Deliverables:

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. The Engineer may charge bidders and suppliers for the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding and Contract 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 Pre-construction 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. Such review or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
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 shall 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. The Engineer's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner. The Engineer shall not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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).

    By recommending any payment, the Engineer shall not thereby be deemed to have represented that observations made by the Engineer to check the quality or quantity of the Contractor’s work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents. Neither the Engineer’s review of the Contractor’s work for the purposes of recommending payments, nor the Engineer’s recommendation of any payment including final payment, will impose on the Engineer any responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor’s compliance with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. It will also not impose responsibility on the Engineer to make any examination to ascertain how or for what purposes the Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.
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 Contract or, 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.

EXHIBIT B

CONSULTANT RATE SCHEDULE

Emergency Response and Protection Services
Memorandum of Understanding

This Emergency Response and Protection Services Memorandum of Understanding (this "Agreement") is entered into as of the _____ day of October, 2023 (the "Effective Date"), by and between Boardman Fire Rescue District ("BFRD"), Umatilla County Fire District #1 ("UCFD1"), Morrow County Sherrif's Office ("MCSO"), Umatilla County Sheriff's Office ("UCSO"), and the Columbia Development Authority, an Oregon intergovernmental entity, organized and existing as provided by the terms and provisions of an intergovernmental agreement entered into pursuant to the provisions of ORS 190.003 to ORS 190.085 and ORS 190.110 dated May 15, 1995, as amended and restated, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe ("CDA") (BFRD, UCFD1, MCSO, UCSO, and CDA are collectively hereinafter referred to as the "Parties").

RECITALS

A. WHEREAS CDA requires emergency response and protection services for its lands and any improvements thereon located at [insert legal or general description of the property] (hereinafter referred to as the "CDA Property"). A map showing the location of, and boundaries for, the CDA Property is attached as Exhibit 1, and incorporated herein by reference;

B. WHEREAS ORS 190.010 and ORS 190.030 authorize the Parties to enter into such an agreement for cooperative performance of any function or activity that a party has the authority to perform; and

C. WHEREAS BFRD is willing to provide fire protection and rescue services as described herein to the CDA Property at no cost to CDA; and

D. WHEREAS UCFD1 is willing to provide fire protection and rescue services as described herein to the CDA Property at no cost to CDA; and

E. WHEREAS MCSO is willing to provide emergency response and patrol services as described herein to the CDA Property at no cost to CDA; and

F. WHEREAS UCSO is willing to provide emergency response and patrol services as described herein to the CDA Property at no cost to CDA.

Subject to the terms and conditions of this Agreement, and in consideration of mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. BFRD Duties and Parameters.

1.1 BFRD will provide all fire protection and rescue services to the CDA Property located in Morrow County, beginning on the Effective Date. Such services shall include, but not be limited to, responding to all fires, rescues, and hazardous material incidents and providing fire prevention services and paramedic ambulance services at no cost to CDA.

1.2 BFRD will also provide fire marshal duties, which may include fire cause determination, recommendations, code review and enforcement, public education, and consultation on CDA's needs for fire protection at no cost to CDA.

1.3 When contacted by UCFS1 or UCSO for assistance, BFRD will respond to all fires, rescues, and hazardous material incidents and provide fire prevention services and paramedic ambulance services on and to the CDA Property in Umatilla County at no cost to CDA.

1.4 BFRD may also contact UCFS1 and UCSO when assistance is needed to service fires, rescues, and hazardous material incidents and provide fire prevention services and paramedic ambulance services on and to the CDA Property in Morrow County, at no cost to CDA.

2. UCFD1 Duties and Parameters.

2.1 UCFD1 will provide all fire protection and rescue services to the CDA Property located in Umatilla County beginning on the Effective Date. Such services shall include, but not be limited to, responding to all fires, rescues, and hazardous material incidents and providing fire prevention services and paramedic ambulance services at no cost to CDA.

2.2 UCFD1 will also provide fire marshal duties, which may include fire cause determination, recommendations, code review and enforcement, public education, and consultation on CDA's needs for fire protection at no cost to CDA.

2.3 When contacted by BFRD or MCSO for assistance, UCFD1 will respond to all fires, rescues, and hazardous material incidents and provide fire prevention services and paramedic ambulance services on and to the CDA Property in Morrow County at no cost to CDA.

2.4 UCFD1 may also contact BFRD and MCSO when assistance is needed to service fires, rescues, and hazardous material incidents and provide fire prevention services and paramedic ambulance services on and to the CDA Property in Umatilla County at no cost to CDA.

3. MCSO Duties and Parameters.

3.1 MCSO will provide all emergency response, and patrol services on and to the CDA Property in Morrow County (beginning on the Effective Date. Such services shall include, but not be limited to, responding to crimes, vehicle

collisions, fires, rescues, and hazardous material incidents on and to the CDA Property in Morrow County, at no cost to CDA.

3.2 When contacted by UCFS1 or UCSO for assistance, MCSO will respond to crimes, vehicle collisions, fires, rescues, and hazardous material incidents and provide emergency response on and to the CDA Property in Umatilla County at no cost to CDA.

3.3 MCSO may also contact UCFS1 and UCSO when assistance is needed to service crimes, vehicle collisions, fires, rescues, and hazardous material incidents and to provide emergency response on and to the CDA Property in Morrow County, at no cost to CDA.

4. UCSO Duties and Parameters.

4.1 UCSO will provide all emergency response, and patrol services to the CDA Property in Umatilla County beginning on the Effective Date. Such services shall include, but not be limited to, responding to crimes, vehicle collisions, fires, rescues, and hazardous material incidents on and to the CDA Property in Umatilla County at no cost to CDA.

4.2 When contacted by BFRD or MCSO for assistance, UCSO will also respond to crimes, vehicle collisions, fires, rescues, and hazardous material incidents and provide emergency response, and patrol services on and to the CDA Property in Morrow County at no cost to CDA.

4.3 UCSO may also contact BFRD and MCSO when assistance is needed to service crimes, vehicle collisions, fires, rescues, and hazardous material incidents and to provide emergency response on and to the CDA Property in Umatilla County, at no cost to CDA.

5. Term and Modification. The term of this Agreement will commence upon the Effective Date and shall continue indefinitely. Either party may request an evaluation of or changes to this Agreement at any time by giving the other party 30 days' written notice, whereupon the parties will promptly set a meeting to resolve any issues and, if necessary, enter an amendment to this Agreement. No amendment, change or modification of this Agreement will be valid unless in writing and signed by the parties hereto.

6. Notices. All notices and demands that either party serves upon the other party pursuant to this Agreement will be in writing and delivered by any one of the following methods: personal service; by email followed by mail delivery of the original of the notice; by overnight courier with proof of receipt; or by certified mail, return receipt requested and addressed as follows:

Columbia Development Authority	BFRD
Attn: Gregory Smith	Chief Michael Hughes
P.O. Box 200	300 Wilson Lane
Boardman, OR 97818	Boardman, OR 97818
columbiadadirector@gmail.com	mhughes@boardmanfd.com

UCFD1
Chief Scott Stanton
320 S 1st St
Hermiston, Oregon 97838

MCSO
Sheriff John Bowles
P.O. Box 159
Heppner, Oregon 97836

UCSO
Sheriff Terry Rowan
4700 NW Pioneer Pl
Pendleton, OR 97801

Service by mail will be deemed complete on the date of actual delivery or 3 business days after being sent by certified mail. Service by email will be deemed served upon confirmation of receipt of the email, followed by mail delivery.

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

8. **Arbitration.** Any disputes related to this agreement may, upon written agreement of the parties to the dispute, be submitted to the award of an Arbitrator of the American Arbitration Association pursuant to the provisions of ORS 190.710 to ORS 190.800.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date. The parties hereto agree that facsimile and electronic signatures shall be as effective as originals.

Boardman Fire Rescue District

By: _____ Date: _____
Lisa Pratt, Board Chair
Boardman Fire Rescue District

Umatilla County Fire Rescue District #1

By: _____ Date: _____
Ric Sherman, Board President
Umatilla County Fire District #1

Morrow County Sheriff's Office

By: _____ Date: _____
John Bowles, Sheriff
Morrow County Sheriff's Office

Umatilla County Sheriff's Office

By: _____ Date: _____
Terry Rowan, Sheriff
Umatilla County Sheriff's Office

Columbia Development Authority

By: _____ Date: _____
Greg Smith, Executive Director
Columbia Development Authority

INVOICE

Date: October 24, 2023

To: CTUIR Executive Director Don Sampson
73320 OR-331
Pendleton, OR 97801

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	Promissory Note 1/5 of 960,000.00 **Make Check Payable to the Columbia Development Authority**	192,000.00
		$192,000.00
		0
		$192,000.00

INVOICE

Date: October 24, 2023

To: Commissioner Jeff Wenholz
PO Box 788
Heppner, Oregon 97836

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	Promissory Note 1/5 of 960,000.00	192,000.00
	Make Check Payable to the Columbia Development Authority	
		$192,000.00
		0
		$192,000.00

INVOICE

Date: October 24, 2023

To: Port of Morrow
PO Box 200
Boardman, Oregon 97818

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	Promissory Note 1/5 of 960,000.00 **Make Check Payable to the Columbia Development Authority**	192,000.00
		$192,000.00
		0
		$192,000.00

INVOICE

Date: October 24, 2023

To: Port Manager Kim Puzey
500 Willamette Street
Umatilla, OR 97882

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	Promissory Note 1/5 of 960,000.00 **Make Check Payable to the Columbia Development Authority**	192,000.00
		$192,000.00
		0
		$192,000.00

INVOICE

Date: October 24, 2023

To: Commissioner John Shafer
Umatilla County
216 SE 4th Street
Pendleton, OR 97801

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	Promissory Note 1/5 of 960,000.00 **Make Check Payable to the Columbia Development Authority**	192,000.00
		$192,000.00
		0
		$192,000.00

INVOICE

Date: October 24, 2023

To: Port Manager Kim Puzey
500 Willamette Street
Umatilla, OR 97882

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	South OR Trail and Explosion Site Estimate 1/5 of 733,535.00 **Make Check Payable to the Columbia Development Authority**	$146,707.00
		$146,707.00
		0
		$146,707.00

INVOICE

Date: October 24, 2023

To: Port of Morrow
PO Box 200
Boardman, Oregon 97818

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	South OR Trail and Explosion Site Estimate 1/5 of 733,535.00 **Make Check Payable to the Columbia Development Authority**	$146,707.00
		$146,707.00
		0
		$146,707.00

INVOICE

Date: October 24, 2023

To: Commissioner Jeff Wenholz
PO Box 788
Heppner, Oregon 97836

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	South OR Trail and Explosion Site Estimate 1/5 of 733,535.00 **Make Check Payable to the Columbia Development Authority**	$146,707.00
		$146,707.00
		0
		$146,707.00

INVOICE

Date: October 24, 2023

To: Commissioner John Shafer
Umatilla County
216 SE 4th Street
Pendleton, OR 97801

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	South OR Trail and Explosion Site Estimate 1/5 of 733,535.00 **Make Check Payable to the Columbia Development Authority**	$146,707.00
		$146,707.00
		0
		$146,707.00

INVOICE

Date: October 24, 2023

To: CTUIR Executive Director Don Sampson
73320 OR-331
Pendleton, OR 97801

Payable to:
Columbia Development
Authority
PO Box 200
Boardman, OR 97818

THE ITEM	DESCRIPTION	LINE TOTAL
1	Explosion Site and South Oregon Trail Site Construction Estimated Cost **Make Check Payable to the Columbia Development Authority**	146,707.00
		$146,707.00
		0
		$146,707.00

Columbia Development Authority

REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

PO Box 200
Two Marine Drive, Ste 201
Boardman, OR 97818

October 24, 2023

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Table of Contents

I. Background Information 3
- a. General Information 3
- b. Previous Financial Statements 3
- c. Recent and/or Upcoming Changes 3
- d. Accounting Records 4

II. General Information 5
- a. General Description 5
- b. Points of Contact 5
- c. RFP Responses 5
- d. Tentative Schedule for Selection Process 5
- e. Proposal Evaluation 6
- f. Contract Duration and Budget 6
- g. Acceptance or Rejection and Negotiation of Proposals 6

III. Scope of Auditor Services 6
- a. General 6
- b. Basic Reports to be Issued 7
- c. Additional Reports to be Issued Dependent on Applicability 7
- d. Supplemental Reports / Studies 7
- e. Standards to be Followed 8
- f. Special Considerations 8
- g. Working Paper Retention and Access to Working Papers 8
- h. Assistance to be provided by Morrow County 8

IV. Proposal Requirements 9
- a. Proposal Requirements 9
- b. Minimum Content of Responses 9

V. Attachments 11

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I. Background Information

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.

a. Previous Financial Statements

Below is a link to the previous financial statement for the Columbia Development Authority:
www.columbiadevelopmentauthority.com

b. Recent and/or Upcoming Changes

The Columbia Development Authority became owners of 9,511.37 acres of land that was transferred from the Army to the CDA on March 3, 2023. The CDA intends to transfer 4019 acres of the parcel to the Confederated Tribes of the Umatilla Indian Reservation by January 2024.

The CDA registered with the State Audits Department in August 2023.

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The CDA was awarded 7 million dollars to design and construct a road. The contract has been awarded to Anderson Perry and Associates.

c. Accounting Records

Currently the CDA uses QuickBooks for it checking account and reconciliation.
CDA has been funded for several years through OLDCC Grant, the Port of Morrow is the grant financial manager.

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II. General Information

a. General Description

Columbia Development Authority is seeking proposals for the audit of its annual financial statements and Single Audit from qualified certified public accounting firms. A complete description of the services to be provided is described under Section III. The first reporting period to be audited is July 1, 2023, through June 30, 2024, extending through four subsequent fiscal years.

b. Points of Contact

Questions, inquiries, or comments regarding this Request for Proposals (RFP), should be directed to: Greg Smith, Executive Director, or Debbie Pedro Assistant at 541-481-3693.

c. RFP Responses

Your proposal must be received no later than November 30, 2023 at 4:00 pm PST. Responses should be emailed to columbiadadirector@gmail.com (in PDF or MS Word):

Emailed proposals shall not be deemed received until a confirmation email sent by the primary point of contact is received in reply to the submitted proposal, confirming the emailed proposal was received and the format was readable.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP addenda or have obtained the proposal materials. The addenda will be posted on www.umadra.com and issued by email to the address furnished by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

d. Tentative Schedule for Selection Process

Proposal Due:	November 30, 2023 at 4:00 pm PST
Notice of Intent to Award:	January 4, 2024
Contract Negotiations:	January 30, 2024
Governing Body Approval & Contract Execution	February 27, 2024

This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from the one provided above without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum provided to all potential proposers who have received RFP documents and contacted Greg Smith at columbiadadirector@gmail.com.

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e. Proposal Evaluation

The following criteria will be used to evaluate proposals and select the most qualified certified public accounting firm:

Evaluation Criteria	Scoring
1. Firm's municipal audit expertise and experience and qualifications of key personnel	30%
2. Audit approach and schedule	20%
3. References	20%
4. Fees for service	20%
5. Differentiators	10%

The selection team will review the applications and select the most qualified proposers to interview. The selection team will then select the most qualified proposal based on the evaluation criteria listed above.

f. Contract Duration and Budget

The selected certified public accounting firm shall be designated as the Columbia Development Authority auditor for a four-year term commencing with the fiscal year ending June 30, 2024. Either party may cancel the contract effective at fiscal year-end, by written notice delivered prior to December 15th of that fiscal year. Columbia Development Authority reserves the right to extend the contract beyond the original period, negotiating each year separately as to price and work performed.

g. Acceptance or Rejection and Negotiation of Proposals

The Columbia Development Authority reserves the right to reject any or all proposals, to waive any irregularities in the RFP, to accept or reject any item or combination of items in a proposal in accordance with ORS 279B.100 and Local Contract Review Board Rule (LCRBR) 30.125 or 30.130, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the Columbia Development Authority is in no way obligated to award a contract or to pay the expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, Columbia Development Authority reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to Columbia Development Authority, if doing so in the public interest. Any protest or objection to the award must comply with LCRBR 30.135 and/or 30.140.

III. Scope of Auditor Services

a. General

Columbia Development Authority is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the Columbia Development Authority financial statements, commencing with the fiscal year ending June 30, 2024, and extending through

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the next four subsequent fiscal years.

Columbia Development Authority desires the auditor to express opinions on the fair presentation of the Columbia Development Authority's basic financial statements, in conformity with generally accepted accounting principles (GAAP). The auditor shall also be responsible for performing certain limited procedures involving required supplementary information and other supplementary information required by the Governmental Accounting Standards Board (GASB) as well as required under Oregon Minimum Standards.

Due to the Federal funds the Columbia Development Authority receives and expends, Columbia Development Authority requires a Single Audit each fiscal year.

The selected auditor shall submit for management's review a draft of all reports. The final reports are subject to review by the Columbia Development Authority Governing Body. The selected auditor shall incorporate, as part of the basic proposal, meeting time with the finance staff and the Governing Body for the purpose of discussing the audit, management letter, and conclusions.

b. Reports to be Issued

Upon completion of the audit of the financial statements, the auditor shall issue the following:

- Independent Auditor's Report
- AU-C 260 Letter to Those Charged with Governance
    - AU-C 260 Letter: including Findings, statements, observations, opinions, comments, and recommendations
- Audit Comments and Disclosures Required by State Regulation
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Uniform Guidance
- Schedule of Findings and Questioned Costs

c. Additional Reports to be Issued Dependent on Applicability

- AU-C 265 Communicating Internal Control Related Matters Identified During the Audit
    - AU-C 265 Letter: including material weaknesses and/or significant deficiencies

d. Supplemental Reports / Studies

Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental services agreement. Prior to beginning work, the scope and associated costs shall be approved by the Columbia Development Authority.

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e. Financial Statement Preparation

Columbia Development Authority requires the auditors to draft the financial statements and all related schedules and statements due to a lack of staffing in the Finance Department. Please include the cost of drafting services in Attachment A: Proposed Fees for Services.

f. Standards to be Followed

To meet the requirements of this RFP, these audits are to be performed in accordance with all applicable professional standards including, but not limited to, applicable standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), *Government Auditing Standards* (GAS), as promulgated by the Government Accountability Office (GAO) (if applicable), and requirements described in the U.S. Office of Management and Budget (OMB) Uniform Guidance and Compliance Supplement (if applicable).

In addition, all aspects of the engagement shall be performed in accordance with the highest professional standards and comply with all applicable federal, state, and local laws.

g. Special Considerations

The firm receiving the contract for audit services shall procure and maintain, for the duration of the contract, insurance as required in the standard services contract (see attached). The firm must provide a Certificate of Insurance. The firm will also be required to obtain and maintain a valid business license for the term of the contract.

h. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years following completion of the audit, unless the firm is notified in writing by Columbia Development Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Columbia Development Authority
- Parties designated by the federal or state governments or by Columbia Development Authority as part of an audit quality review process
- Oregon Secretary of State, Audits Division

In addition, the firm shall respond to the inquiries of successor auditors and allow successor auditors to review working papers related to matters of accounting significance and internal control.

i. Assistance to be provided by Columbia Development Authority

- Staff will prepare the final closing of the books. Columbia Development Authority will provide the auditors with a Trial Balance by fund and all of the accounting detail necessary to perform the audit.
- Staff will prepare all workpapers requested by the Auditor prior to the start of

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interim and/or final fieldwork.

- Staff will generate the necessary confirmation letters based on templates provided by the auditors.
- Staff will review the draft financial statements prepared by the auditors and all related schedules and statements. Staff will provide any edits/feedback necessary to the audit firm to arrive at the final statements.
- Staff will be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the financial system to view records and print reports. All requests will first be directed to the Finance Director.
- Columbia Development Authority will provide the auditor with reasonable workspace including access to the internet, a telephone line, and photocopier.
- The Executive Director will provide the auditor with a signed Representation Letter at the conclusion of the audit.

IV. Proposal Requirements

a. Proposal Requirements

The proposal should address, at a minimum, the information requested in Section IV, subsection (b), Minimum Content of Responses. Responses should be limited to a total of ten (10) pages, excluding the title page, letter of transmittal, and required attachments.

b. Minimum Content of Responses

I. **Title Page:** A title page showing the firm's name, the date of proposal, point of contacts, business address, telephone numbers, and email addresses.

II. **Letter of Transmittal:** A signed letter of transmittal briefly stating that the firm submitting the proposal is properly licensed to perform such audits in the State of Oregon, agrees to perform all of the work outlined in the RFP within the established time periods, is independent of Columbia Development Authority and understands that the firm's proposal is a firm and irrevocable offer through the June 30, 2024 audit period. The letter must also contain a certification that the person signing the proposal is entitled to represent the audit firm, empowered to submit the bid, and authorized to sign a contract on behalf of the audit firm.

III. **Firm Qualifications and Experience:** Provide a brief overview of the firm's experience performing municipal audits. Include the results of the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three (3) years.

IV. **Experience and Qualifications of Key Personnel:** Identify all key personnel who will be assigned to work on this project including names, CPA license

numbers, and Oregon Municipal Audit Roster numbers. Include a summary of their background and experience in auditing similar organizations as well as their roles and assigned responsibilities under the proposal.

V. **Audit Approach and Schedule:** Describe the firm's audit approach and proposed schedule.

VI. **References:** Provide contact information for three (3) of the firm's current municipal auditing clients in Oregon and two (2) non-current clients served within the last three (3) years. Contact information should include the name of the public agency, name and title of contact person, telephone number, and email address.

VII. **Proposed Fees for Service:** Provide expected hours required for the fiscal year ending June 30, 2024 and the not to exceed (NTE) price on attachment A. For proposal purposes, provide a NTE price for providing a single audit assuming one major program and assuming the Organization is a low-risk auditee.

Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement and list the audit firm's billing rates for all other applicable professional services.

VIII. **Differentiators:** Describe what makes your firm different from other firms providing the same service and describe how that will translate to the level of services received.

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V. Attachments

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Attachment A: Fee Proposal

In accordance with the Request for Proposals for Professional Auditing Services, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fee for Fiscal Year End June 30, 2024

Key Personnel	*F/S Audit Hours*	*Single Audit Hours*	*Financial Statement Prep Hours*	*Total Hours*	*Hourly Rate*	***Total***
Engagement Partner						
Engagement Manager						
Engagement Senior						
Engagement Staff						
Clerical/Support Staff						
Other						

In accordance with the Request for Proposals for Professional Auditing Services the firm referenced below submits the following cost proposal for the term of the contract:

Fee proposal for Fiscal Years Ending June 30th,

	2023	*2024*	*2025*	*2026*
Financial Statement Audit				
Single Audit				
Financial Statement Prep				
Cost of Supplies and Materials				
Additional Fees (if applicable*)				
Total				

*Technical assistance, as needed, is expected from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract for the services identified in the RFP.

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email Address: _____

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Attachment B: Personal Service Audit Contract

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made by and between Columbia Development Authority (CDA), the 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 the State of Oregon ("CDA"), and Enter contractor legal name ("Contractor"). The parties agree as follows:

1. **SCOPE OF WORK.**
   The Columbia Development Authority has need for Enter services description services to the Intergovernmental Organization (the "Work"). The scope of work and cost of services shall be described in 'Exhibit A: Request for Proposal ("RFP") Response'. The Contractor agrees to provide the necessary services under the terms and conditions as outlined herein.

2. **CONTRACT DOCUMENTS**.
   The contract documents consist of the following, listed in order of precedence:

   - This Contract;
   - Exhibit A: Request for Proposal ("RFP") Response;
   - Exhibit B: Request for Proposal ("RFP") and Addendums

3. **EFFECTIVE DATE AND DURATION OF CONTRACT.**
   This Contract shall become effective on enter a date. Unless earlier terminated, this Contract shall remain in full force and effect until Click here to enter a date. The term of this Contract may be extended in accordance with section 9. Expiration of this Contract shall not extinguish or prejudice Columbia Development Authority right to enforce this Contract with respect to any breach of a warranty of Contractor or any default or defect in Contractor performance that has not been cured.

4. **TIME.**
   Time for this Contract is as stated in the timeline.

5. **INVOICING.**
   Contractor shall invoice and shall make payment as per Exhibit A. The Contractor will render to the Columbia Development Authority an itemized bill, for compensation for such services performed. The invoices shall describe all work performed with particularity, by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. The Columbia Development Authority will not reimburse Contractor for any expenses unless the type, amount and rate of reimbursement are specified in an Exhibit to this Contract without any markup by the Contractor.

6. **PAYMENT.**
   Columbia Development Authority Columbia shall pay Contractor within 30 days after receiving Contractor's correct invoice. Columbia Development Authority shall not pay any amount in excess of the compensation amounts set forth above nor shall not Columbia Development Authority pay Contractor any fees or costs which Columbia Development Authority reasonably disputes.

7. **REIMBURSEABLE EXPENSES.**
   ☐ If this paragraph is checked: Under this contract, Contractor is to be reimbursed for the following reimbursable expenses: List eligible expenses such as printing, mailing, courier services, etc. Such reimbursement shall be at cost. Administration or overhead markups for travel and related expenses shall not be considered.

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8. **CHANGES.**

This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended, or amended, in any manner whatsoever, except by written instrument, executed by both parties. Such waiver, alteration, modification, supplement, extension, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. The parties acknowledge and agree that, to the extent permitted by law, this Contract may be amended to specifically provide for additional Contractor services that are within or directly related to the Scope of Work.

9. **KEY PERSONNEL.**

Contractor acknowledges and agrees that the Columbia Development Authority selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. Contractor must obtain Columbia Development Authority consent prior to replacing any Key Personnel assigned to perform or support the Work specified in this contract. In the event Contractor requests that Columbia Development Authority approve a reassignment or transfer of the key personnel, Columbia Development Authority shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

☐ If this paragraph is checked, the Key Personnel are: List key personnel by name

10. **INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES.**

Contractor shall be free from Columbia Development Authority direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.

10.1. Contractor represents and warrants that:

10.1.1. Contractor has the power and authority to enter into and perform this Contract and when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

10.1.2. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

10.1.3. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

10.1.4. Contractor is not an employee of the Columbia Development Authority, any special district, local government, the federal government, or the State of Oregon.

10.1.5. Contractor has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract. Contractor shall be qualified, professionally competent, and duly licensed to perform the work and services at all times during the term of this Contract.

10.1.6. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Work under this Contract in a professional manner and in accordance with standards prevalent in the Contractor's industry, trade, or profession.

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10.1.7. Contractor has read, understands, and agrees to be bound by each of the terms and conditions of this Contract.

10.1.8. Contractor prepared its Proposal for this Work independently from all other proposers, and without collusion, fraud or other dishonesty.

10.1.9. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the Columbia Development Authority under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, are provided to the Columbia Development Authority free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

10.2. Upon Columbia Development Authority request, Contractor shall provide Columbia Development Authority with evidence reasonably satisfactory to the Columbia Development Authority confirming the foregoing representations and warranties. The representations and warranties set forth in this section 11 are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

11. **OTHER CONTRACTORS.**

Columbia Development Authority may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional contractors and with any Columbia Development Authority employees concerned with such additional or related work and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any Columbia Development Authority employee.

12. **SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.**

Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of Columbia Development Authority. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

13. **NO THIRD-PARTY BENEFICIARIES.**

The Columbia Development Authority and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

14. **PAYMENT OF LABORERS; PAYMENT OF TAXES.**

Contractor shall:

14.1. Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents (ORS 279B.220(1));

14.2. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract (ORS 279B.220(2));

DRAFT

14.3. Not permit any lien or claim to be filed or prosecuted against the Columbia Development Authority on account of any labor or material furnished (ORS 279B.220(3)); and

14.4. Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the Contractor is subject to backup withholding, the Columbia Development Authority will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation (ORS 279B.220(4)).

14.5. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, Columbia Development Authority may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.

14.6. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

14.7. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).

14.8. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

15. **COMPLIANCE WITH APPLICABLE LAW.**

15.1. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. The Columbia Development Authority performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

DRAFT

16. **CONTRACTOR WARRANTY AND COVENANT CONCERNING TAX LAW COMPLIANCE**

16.1. Pursuant to ORS 279B.045, Contractor represents and warrants that:

16.1.1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding effective date of this Contract, has faithfully complied with:

16.1.1.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

16.1.1.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

16.1.1.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

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

16.2. Pursuant to ORS 279B.045, Contractor shall comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state throughout the duration of this Contract. For the purposes of this section, "tax laws" includes all the provisions described in subsection 17.1 of this Contract.

16.2.1. Any violation of this section 17 or any subsection under it shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in section 17.1 of this Contract, guaranteeing that the Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also shall constitute a material breach of this Contract. Any violation shall entitle the Columbia Development Authority to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

16.2.1.1. Termination of this Contract, in whole or in part;

16.2.1.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to the Authoritie's setoff right, without penalty; and

16.2.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Columbia Development Authority shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

16.3. These remedies are cumulative to the extent the remedies are not inconsistent, and the Columbia Development Authority may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

17. **INSURANCE**.

DRAFT

17.1. Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense:

17.1.1. **Comprehensive general liability** to include bodily injury and property damage for at least $2,000,000 per occurrence and at least $5,000,000 aggregate per project.

17.1.2. **Workers' Compensation and Employers' Liability Insurance**. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements. Unless otherwise exempt, Contractor shall provide the Columbia Development Authority with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than $500,000 for each accident, $500,000 for disease each employee and $500,000 each policy limit.

17.2. The policies shall be primary to and non-contributory with any insurance or self- insurance carried by the Columbia Development Authority, issued by a company authorized to do business in the State of Oregon. **The Contractor shall provide the Columbia Development Authority with written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below**. Contractor shall provide certificates of insurance and **additional insured policy endorsement** to Columbia Development Authority prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to the Columbia Development Authority. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

17.3. Contractor shall name the Columbia Development Authority, Board of Directors and appointed officials, officers, agents, employees, and volunteers as additional insureds. This applies to all Contactor insurance policies required by this contract.

18. **PROFESSIONAL LIABILITY INSURANCE.**

☐ If box is checked, this provision applies to this Contract. In addition to other insurance requirements stated above, and if this insurance is applicable, Contractor shall also provide Columbia Development Authority evidence of professional liability insurance in the amount of not less than $2,000,000 per claim. Contractor shall keep in force and effect the professional liability policy for at least one year after the expiration of the contract with Columbia Development Authority. In any case, Contractor shall notify Columbia Development Authority in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Contractor, such cancellation or reduction constitutes a breach of this Contract.

DRAFT

19. **INDEMNIFICATION.**

Contractor shall indemnify, defend, save, and hold harmless Columbia Development Authority, its Board of Directors, elected and appointed officials, officers, agents, employees and volunteers (the "Indemnified Parties") from and against all damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions of any nature, for injury or death to persons or damage to property arising out of or related to the acts or omissions of Contractor, its subcontractors, suppliers, agents or any other person or entity acting on Contractor's behalf in connection with, or incidental to, the Work. Without limiting the generality of the Contractor's obligation to indemnity, defend, save and hold harmless the Indemnified Parties, the obligation includes damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to Columbia Development Authority by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the Columbia Development Authority's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

20. **CONFIDENTIALITY.**

20.1. No reports, information and data given to or prepared or assembled by Contractor under the contract documents shall be made available by Contractor to any individual or organization (except CDA) without the prior written approval of Columbia Development Authority.

20.2. Any obligation of Columbia Development Authority to maintain the confidentiality of Contractor's proprietary information provided to Columbia Development Authority under the Contract Documents is conditioned by and subject to Columbia Development Authority's obligations under the Oregon Public Records Law, ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355.

21. **RECORDKEEPING.**

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six (6) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

22. **ACCESS TO RECORDS.**

Contractor agrees that Columbia Development Authority and its authorized representatives shall have access to all books, documents, papers, and records of the Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts, and transcripts.

23. **FOREIGN CONTRACTOR.**

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

DRAFT

24. **GOVERNING LAW; JURISDICTION; VENUE.**

This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between Columbia Development Authority and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Morrow County where the Columbia Development Authority offices are located for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

25. **OWNERSHIP OF WORK PRODUCT.**

25.1. As used in this section 256, and elsewhere in this Contract, the following terms have the meanings set forth below:

25.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

25.1.2. "Third-Party Intellectual Property" means any intellectual property owned by parties other than Columbia Development Authority or Contractor.

25.1.3. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to Columbia Development Authority pursuant to the Work.

25.2. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Columbia Development Authority. Columbia Development Authority and Contractor agree that such original works of authorship are "work made for hire" of which Columbia Development Authority is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to Columbia Development Authority any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Columbia Development Authority's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Columbia Development Authority. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25.3. In the event that Work Product created by Contractor under this Contract is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty- free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Columbia Development Authority's behalf.

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25.4. In the event that Work Product is Third-Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third-Party Intellectual Property, Contractor shall secure on Columbia Development Authority's behalf and in the name of the Columbia Development Authority, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third-Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Columbia Development Authority's behalf.

26. **ERRORS.**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to Columbia Development Authority.

27. **TERMINATION.**

27.1. This Contract may be terminated at any time by mutual consent of both parties.

27.2. Contractor may terminate this Contract upon thirty (30) days' written notice to Columbia Development Authority if Columbia Development Authority fails to pay Contractor pursuant to the terms of this Contract and County fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.

27.3. CDA, in its sole discretion, may terminate this Contract, in whole or in part, upon thirty (30) days' notice to Contractor.

27.4. Columbia Development Authority may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as may be established by Columbia Development Authority in such notice, upon the occurrence of the following events: (i) federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work or services provided under this Contract are prohibited or Columbia Development Authority is prohibited from paying for such work or services from the planned funding source; (ii) Contractor no longer holds any license or certificate that is required to perform the work or services; or
(iii) Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Contract, fails to perform the work or services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) days after delivery of Columbia Development Authority's notice or such longer period as Columbia Development Authority may specify in such notice.

27.5. In the event of termination under sections 27.1, 27.2, 27.3 or 27.4(i), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or services multiplied by the percentage of work or services completed and accepted by Columbia Development Authority, less previous amounts paid and any claim or claims which the Columbia Development Authority has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section 27.5, Contractor shall pay any excess to Columbia Development Authority upon demand.

27.6. In the event of termination under section 27.4(ii) or 27.4(iii), Columbia Development Authority shall have any remedy available to it in law or equity.

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27.7. Upon receiving a notice of termination, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by Columbia Development Authority in the notice of termination. Further, upon termination, Contractor shall deliver to Columbia Development Authority all contract documents, information, works-in-progress, and other property that are or would be deliverable had the Contract been completed. Upon Columbia Development Authority's request, Contractor shall surrender to anyone Columbia Development Authority designates, all documents, research or objects or other tangible things needed to complete the work or services.

28. **ATTORNEY FEES.**

If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.

29. **FUNDS AVAILABLE AND AUTHORIZED, NON-APPROPRIATION OF FUNDS.**

If payment for work under this Contract extends into the CDA's next fiscal year, the Columbia Development Authority's obligation to pay for such work shall be subject to approval of future Columbia Development Authority appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is conditioned on adequate funding under the Columbia Development Authority's annual budget. The Columbia Development Authority reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by Columbia Development Authority Board.

30. **SEVERABILITY.**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be 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 shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

31. **FORCE MAJEURE.**

Neither Columbia Development Authority nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Columbia Development Authority's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

32. **WAIVER.**

The failure of Columbia Development Authority to enforce any provision of this Contract shall not constitute a waiver by Columbia Development Authority of that or any other provision.

33. **RECYCLABLE MATERIALS.**

Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

34. **NOTICE.**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or Columbia Development Authority at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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For Columbia Development Authority
Contract Administrator Name, **Greg Smith; Title: Executive Director**
Address, **Two Marine Drive**, County Morrow, State OR and ZIP Code9 7818: Mailing Address: **PO Box 200, Suite 102, Boardman, OR 97818**
Telephone: **(541) 481-3693**
Email: columbiadadirector@gmail.com
For the Contractor
Contract Administrator Name, Title: Enter contract administrator's name and title Address, County, State and ZIP Code: Enter address
Telephone: Enter telephone number
Email: Enter email address

35. **CONTRACTOR INFORMATION AND CERTIFICATION.**

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

Legal Name: Enter Business Legal name, including DBA, if appropriate

Address, County, State and ZIP Code: Enter Contractor Address and mailing address (if different); if both addresses are the same as in 35, you may enter "see item 35"

Citizenship, if applicable: Non-resident alien? ☐ Yes ☐No

Business Designation (check one):
☐ Professional Corporation ☐Partnership ☐Limited Partnership
☐ Limited Liability Company ☐Limited Liability Partnership ☐Sole Proprietorship ☐ Other

Federal Tax ID#: Enter Federal Tax ID number

Columbia Development Authority may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number, or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge; (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4); (e) Contractor is an independent contractor as defined in ORS 670.600; and (f) the supplied Contractor data is true and accurate.

[signature page follows]

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FOR Columbia Development Authority:

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

FOR Enter Contractor Name:

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

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EXHIBIT A

Request for Proposal Response

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EXHIBIT B

Request for Proposals

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Temporary Permit And Access Agreement

THIS AGREEMENT by and between Oregon Military Department ("OMD") and Columbia Development Authority ("CDA") is entered, this 26th day of September 2023.

RECITALS

A. OMD ("Grantor") operates the Raymond F. Rees Training Center ("RTC") at 78798 Ordnance Rd. Hermiston, OR. 97838
B. CDA ("Grantee") requests a temporary permit and access to their currently inaccessible property by using existing OMD entrance and roadway until such time as they can construct their own access.
C. OMD grants a permit to CDA for this purpose, on the terms and conditions set forth herein.

1. TERM AND EFFECTIVE DATE; RENEWAL.

A. This Agreement is effective on September 26, 2023 and unless earlier terminated or renewed as provided in this Agreement, the Agreement ends 2 years (24 Months), on September 26, 2025.

B. This Agreement may be renewed for an additional term. To be effective, the renewal and length of term must be made by written agreement signed by both parties.

2. PREMISES.

The Premises is depicted on Exhibit "1".

3. PERMITTED USE.

This permit authorizes Grantee and Grantee's employees, officers, members, partners, clients ("Grantee's Representatives") to enter the Premises for marketing purposes to clients. Grantee must use the Premises solely for the Permitted use and must not interfere or cause to interfere with the operations or use of Grantor's property ("RTC"). If access to the interior of ("RTC") is required by Grantee, coordination shall be made with POC listed below.

4. INSURANCE/LIMITATION OF LIBILITY.

Grantee agrees that it is using the Premises at its own risk and The State of Oregon, by and through its Oregon Military Department has no liability to Grantee. Grantor's Insurance, Grantor is self-insured for its property and liability exposures, pursuant and subject to the Oregon Constitution and the Oregon Tort Claims Act.

5. ACCESS TO PREMISES: POINT OF CONTACT ("POC").

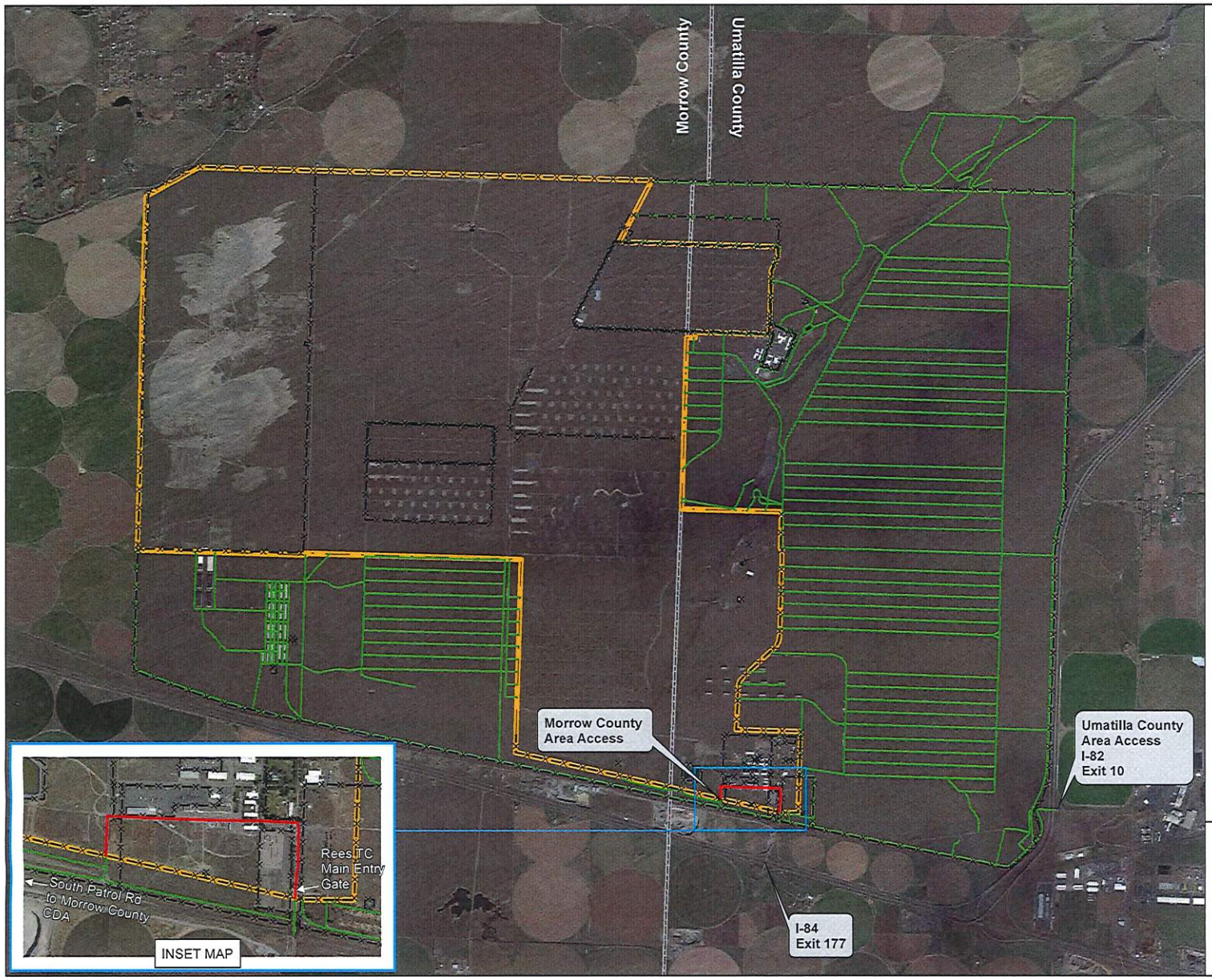
Keith Ellis, RTC Training Site Manager, Oregon Military Department. Off: (971) 355-7876
Cell: (541) 701-5573. Email: keith.s.ellis2.nfg@army.mil

Grantor:
State of Oregon, by and through its
Oregon Military Department

By: _____
Print: TODD FARMER
Title: DIRECTOR, INSTALLATIONS
Date: 26 SEP 23

Grantee:
The Columbia Development Authority,
an intergovernmental entity organized
Under the laws of the State of Oregon

By: _____
Print: Greg Smith, Executive Director
Date: September 26, 2023
columbiaaddirector@gmail.com



Rees Training Center Roads outside OMD Property and Temporary Access Overview Map

Exhibit "1"

Legend

- Temporary Access Road Route (Morrow County Area) (.63 Miles)
- Former UMAD roads - CDA Property
- Fence
- Rees Training Center Boundary
- County Boundary

0 2,000 4,000 Feet

0 1,600 Meters

Security:Category 4 - Products for Public Display and Distribution

Projected Coordinate System: WGS 1984 UTM Zone 11N

Map Author:C.Anderson, JFHQ OMD AGI-E
Date: 27 June 2023 SME: Keith Ellis

1:40,000

No warranty is made by the Oregon Military Department as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. This map is a "living document" in that it is intended to change as new data become available and is incorporated into the Enterprise GIS database.

Oregon Counties

Extent of Map