



PUBLIC MEETING: Port Commission Business Meeting

DATE: Tuesday **October 8, 2024, 6 PM**

LOCATION: Cascade Locks City Hall 140 Wa Na Pa St, Cascade Locks, OR 97014

<https://us02web.zoom.us/j/85806615790>

## AGENDA

- 1) Commission meeting called to order
  - a. Pledge of Allegiance
  - b. Roll Call
  - c. Modifications, Additions and Changes to the Agenda
- 2) Special Presentation and Reports by outside resources, staff, and Government Officials
  - a. Events Update – Jeanetta Blue
- 3) Business Action Items
  - a. Approve Update to Port Funded Economic Grant Program FY 24-25 – **Page 2**
  - b. Approve Bridge of the Gods Centennial Celebration Recommendation to Commission Lanquist for Centennial Artwork – **Page 20**
  - c. Approve Bridge of the Gods Centennial Celebration Recommendation to Seek Community Input Regarding the Bridge of the Gods Mural – **Page 22**
- 4) Executive Director Report
- 5) Commission Comments
- 6) Adjournment

## IMPORTANT DATES

### **Monday, October 14, 2024**

Port Office Closed – Indigenous Peoples' Day

### **Tuesday, October 15, 2024**

Port Commission Meeting

### **Tuesday, November 5, 2024**

Port Commission Meeting

### **Thursday, November 7, 2024**

Bridge of the Gods Centennial Celebration Advisory Committee Meeting

### **Tuesday, November 19, 2024**

Port Commission Meeting

### **Thursday, November 28, 2024**

Office Closed – Thanksgiving Day

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## PORT COMMISSION REPORT

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**TO:** PORT COMMISSION

**FROM:** GENEVIEVE SCHOLL, DEPUTY EXECUTIVE DIRECTOR

**SUBJECT: PORT ECONOMIC DEVELOPMENT GRANT PROGRAM FY 24-25**

**DATE:** OCTOBER 8, 2024

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**Introduction:**

During its September 17 meeting, the Commission approved the Economic Development Grant Program guidelines, rules, procedures and administration.

The attached draft Application Form questions and draft Grant Agreement contract are now presented for Commission review and approval, subject to legal review. The draft online application form is available to view and test via this link: <https://www.jotform.com/build/241984403467160#preview>.

Commission direction is also sought on scoring weight and priorities for the application questions. From this direction, staff will work with MCEDD to prepare an evaluator's scoring sheet/matrix to enable review of applications.

**RECOMMENDATION:**

Approve the Port Economic Development Grant Program Grant Agreement contract template, subject to legal review and approval of the Executive Director.

Approve the Approve the Port Economic Development Grant Program Grant Application questions [as presented or as amended per the Commission discussion], subject to legal review and approval of the Executive Director.

## **FY 2024-25 Cascade Locks Economic Development Grant Program**

The Port of Cascade Locks has established a grant program (“Program”) designed to support the Port’s economic development work within the Port district. The Port’s mission is: "Through partnerships, care for our community, and preservation of the Bridge of the Gods, to be an engine for economic growth, recreation, and tourism within the Columbia River Gorge." This new Program is based on the Port’s desire to strengthen community partners and foster collaborative efforts to achieve the goals and objectives of the Port’s 2024-2029 Strategic Business Plan.

The Program is not a vehicle for charitable giving by the Port, and project funding eligibility is determined by its alignment with, and tangible benefit to, the Port’s statutory goals and objectives. (Please see General Eligibility Criteria & Rules section below).

For the fiscal year 2024-25, the Port has established a Small Grants Program, for grant awards up to \$10,000, and a Large Grants Program with a maximum award limit of \$50,000. Each program has different eligibility criteria, project priorities, and reporting requirements as described below. In this first round of funding, the Port may award up to a total of \$150,000 to projects with a completion deadline of December 31, 2025 or earlier.

### **GENERAL ELIGIBILITY CRITERIA & RULES**

The Port will accept applications from non-profit 501(c)3 organizations, businesses, and government entities located and operating within the Port district boundaries. To be eligible, a project must be in alignment with the Goals & Objectives of the Port’s FY 2024-2029 Strategic Business Plan and demonstrate measurable positive influence on the Port’s ability to achieve the goals and objectives of the Plan.

Grant funds may not be used for political activities, inherently religious activities, or athletic activities of individual schools and community sports teams. Direct overhead costs, regular operating expenses and salaries are ineligible for funding. To be eligible, an applicant must have a state and federal tax ID and be in good standing with the State of Oregon Corporate Division and have no bankruptcy or other financial obligation defaults or judgements that remain unresolved or that have occurred in the past five years.

The following types of projects are eligible to apply:

- Planning and program development, including studies and permitting costs.
- Marketing and special events production and promotion.
- Capital construction and improvement projects.
- Recreation and tourism infrastructure, amenities, and services improvements.
- Public safety, emergency response, hazard mitigation, and resilience planning.

Grant recipients will be required to enter into a Grant Agreement with the Port. Grant recipients will be required to maintain, and make available upon request, accurate and up to date budget

and project progress reports throughout the duration of the Grant Agreement. All grant recipients will be required to submit a written progress report six months after the award date, and a written final report with a full accounting of project budget expenditures according to their Grant Agreement. Large Grant recipients must also present their final report to the Port Commission during an open public meeting.

To be eligible for funding from future grants, an grant recipient must have successfully completed their project and had their final report submitted on time and approved by the Port. Any awarded funds that remain unexpended by the end of the Grant Agreement project completion deadline must be returned to the Port within 30 days of the deadline date.

### FY 2024-25 PRIORITIES

Each year that the Program is authorized, the Port Commission will establish priorities for the Program and encourage eligible applicants to seek funding in support of projects that can show tangible benefit or impacts on those priorities.

For 2024-25 fiscal year, those priorities are:

- Downtown Revitalization
- Enhanced Tourism and Recreation
- Public safety

Projects that are awarded funding in the 2024-25 fiscal year should be complete by December 31, 2025.

### SMALL GRANTS PROGRAM ELIGIBILITY & REQUIREMENTS

The Small Grants Program will make awards up to \$10,000 to new and established entities that meet the General Eligibility requirements.

Applicants must submit a project budget and will be required to provide a minimum 20% match of the requested grant amount, which can be either a cash match or in-kind match of labor and/or materials.

Applicant entities will be required to provide a copy of their organizational documents, proof of insurance, and Oregon Certificate of Existence. All applicants must provide documentation that illustrates the applicant is fully operational and ready to proceed with a high likelihood of successful completion of their project within the grant period. Applicants may optionally provide a copy of their current business plan.

If awarded, 50% of the grant will be disbursed at the time of notification of award and execution of the Grant Agreement, and the remaining 50% will be awarded on a reimbursement basis. Any awarded funds that remain unexpended by the end of the Grant Agreement project completion deadline must be returned to the Port within 30 days of the deadline date.

## LARGE GRANTS PROGRAM ELIGIBILITY & REQUIREMENTS

The Large Grants Program will make awards from \$10,000 to \$50,000 to established entities that meet the General Eligibility requirements.

Applicants will submit a project budget and will be required to provide a minimum 20% cash match.

Applicant entities will be required to provide a copy of their organizational documents, proof of insurance, and Oregon Certificate of Existence. All applicants must provide documentation that illustrates the applicant is fully operational and ready to proceed with a high likelihood of successful completion of their project within the grant period. Applicants may optionally provide a copy of their current business plan.

If awarded, grant monies will be disbursed on a reimbursement basis, at a rate of 80% of approved project expenditures. Any awarded funds that remain unexpended by the end of the Grant Agreement project completion deadline must be returned to the Port within 30 days of the deadline date.

Applicants to the Large Grant Program will be required to provide at least three (3) letters in support of their project from Cascade Locks residents, businesses, non-profit organizations, or government entities.

## ORGANIZATION INFORMATION SECTION

1. Organization Name
2. Organization Type [Select Non-profit organization (501c3 or 501c6), Commercial business, Local government entity, Other]
3. Is your organization physically located and operating within the Port of Cascade Locks District Boundaries? (Click here to view the district map) [Yes/No]
4. When did your organization start operating in the Port of Cascade Locks district? [Select a date]
5. Federal Tax ID (EIN)
6. State of Oregon Tax ID (EIN)
7. Organization Primary Contact
8. Primary Contact Title
9. Organization Address [Including both PO Box and Physical Location]
10. Primary Contact Phone Number
11. Primary Contact Email Address
12. Please describe your organization, business, or agency. Tell us about your mission, your product and/or programs and services, and your impact on the community. [500-word count maximum]

13. Has your organization had any bankruptcy or financial obligation defaults or judgements [Yes/No]. If yes, provide details, including date of the default or judgment and whether the issue remains pending.
14. Has your organization received any kind of grant or other funding from the Port of Cascade Locks before? [Yes/No]
15. All applicants are required to show proof of good standing with the Oregon Corporation Division, in the form of a Certificate of Existence. [Upload file]

## PROJECT INFORMATION SECTION

1. Where will your project take place and what is the project timeline?
2. Which Program priority (or priorities) does your project address? [Select all that apply: Downtown Revitalization, Public Safety, Enhanced Tourism & Recreation]
3. Please describe the community or business need, problem, or challenge that your project will address. (Why is your project needed in the Cascade Locks community?)
4. Please explain how your project will help to solve the problem, overcome the challenge, or meet the need.
5. How does your project align with the Goals and Objectives of the Port's FY 2024-2029 Strategic Business Plan, and how will it make a measurable positive impact on the Port's ability to achieve these goals and objectives?
6. Will your project result in the creation of new jobs, or help retain current jobs? If so, please explain how. [Please describe both direct and indirect results in terms of job creation/retention from your project.]
7. How will you know if your project is successful? [Please provide the measurable outcomes that will result from your project, and how you will measure them.]
8. Are any current Port employees or Commissioners currently involved in your organization or this project? [Yes/No]
9. If yes, how are they involved?
10. Has your organization managed or completed projects of a similar scale or scope in the past? If yes, please describe.
11. How will your project be sustained after the grant funding is expended?
12. Are there any potential risks or challenges that could affect the success of your project? If so, how do you plan to mitigate them?
13. Does your project have any anticipated environmental impacts (positive or negative)? If so, how will you address them?
14. Will volunteers play a role in your project? If so, please describe how they will be involved and how you plan to recruit and manage them

## PROJECT BUDGET INFORMATION

Eligible project expenses include administrative and staffing, contractor and/or consultant labor, capital construction, materials & supplies, marketing & promotion, and permitting costs that are directly related to the project. Regular, ongoing business costs are not eligible.

1. Please upload your project budget showing all income and expenses for your project.  
[Please upload as either a PDF or Excel worksheet. If uploading a PDF, the Port may ask for an Excel worksheet as part of its review.]
2. Does your project budget show a 20% minimum match to the grant amount requested?  
[Yes/No]
3. If your project includes in-kind contributions for all or a portion of the required match (an option only for grants up to \$10,000), please describe in detail what the in-kind contributions will be.

#### PROJECT SUPPORT INFORMATION

1. Applications requesting more than \$10,000 in grant funds must submit at least three letters of support (for the project specifically) from Cascade Locks residents, businesses, non-profit organizations, or government entities. Small grant applicants are encouraged to submit support letters as well, but this is not required. [Upload files]
2. Grant recipients are required to publicly acknowledge the Port of Cascade Locks' contribution to their project. This can include posting a sign at the project site, adding a logo or text in promotional materials, or publicly announcing the support in a press release or at an event. How do you plan to recognize the Port's contribution? [Please describe your plan for acknowledgment.]

PORT OF CASCADE LOCKS  
Economic Development Program Grant Agreement  
(Small Grants Program)

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THIS AGREEMENT ("Agreement") is made and entered into by and between the Port of Cascade Locks, hereinafter referred to as "Port" and the [Organization Name], hereinafter referred to as the "Recipient".

**Port Grant Number:** [Numbering convention]

**Project Title:** [Project Title]

**Project Description:** [Summary of deliverables.]

**Grant Amount:** \$XXXX.XX (XX%)

Grantee Match Participation: \$XXXX.XX (XX%)

Total Project Cost: \$XX,XXX.XX

1. Use of Grant Funds. All grant funds are awarded by the Port only for the Project described in this Agreement, and the Project Scope and Budget included as Attachment B.
2. Initial Grant. The Port will provide 50% of the Grant Amount to Recipient upon the Port's execution of this Agreement.
3. Reimbursements. The Port will provide the remaining 50% of the Grant Amount to the Recipient on a reimbursement basis as set forth in this Agreement.
  - a. To request reimbursement, Grantee shall use [MCEDD portal?].
  - b. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid.
  - c. The request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the Economic Development Grant Program, which may be found at [POCL website URL for grant program].
  - d. Recipient may request reimbursement as often as monthly for costs accrued to date. Once the first payment is made, Recipient must request reimbursement at least every three months.
4. Progress Reports. Recipient shall report to the Port regarding the status and progress of the project every six months from the date of award until project completion. Progress Reports shall be submitted using [MCEDD portal?] accessible at [URL].
5. Final Report. Recipient must submit a Final Report, a Final Reimbursement Request and digital pictures of the completed Project to the Port within 30 days of the Project Completion Date. The Port may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Recipient shall assist the Port and cooperate fully to the satisfaction of the Port with all inspections.
6. Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, Recipient shall complete the Project **December 31, 2025** This Agreement shall expire on the date final reimbursement payment is made by the Port to Recipient. No grant funds shall be available for any expenditures after the Project Completion Date. Recipient may



terminate this Agreement at any time by returning to the Port all Grant Funds made to Recipient.

7. Publicity. Recipient shall make every effort to acknowledge and publicize POCL's participation and assistance with the Project. Recipient agrees to place a sign(s) at the Project location acknowledging Port support. Grantee also agrees to maintain the signs throughout the useful life of the Project.

Agreement Documents: Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Scope and Budget

**Contact**

**Information:** A change in the contact information for either party is effective upon providing notice to the other party:

THE **PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**GRANTEE**

**Print Name/Title**

\_\_\_\_\_

**Signature** \_\_\_\_\_

**Organization Name** \_\_\_\_\_

**Address Line 1** \_\_\_\_\_

**Address Line 2** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**PORT OF CASCADE LOCKS**

**Print Name/Title**

\_\_\_\_\_

**Signature** \_\_\_\_\_

**PO Box 307 / 427 NW Portage Road  
Cascade Locks, OR 97014**

**Email: [jblue@portofcascadelocks.gov](mailto:jblue@portofcascadelocks.gov)**

**Phone: (541) 374-2401**

Attachment A - Standard Terms and Conditions  
Port of Cascade Locks Economic Development Grant Program

**Compliance with Law:** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project.

**Insurance and Workers Compensation Laws:** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Unless otherwise agreed to by the Port, Recipient shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment C.

**Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.

**Expenditure Records:** Recipient shall document, maintain and submit records to the Port for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit the Port to verify how Grant Funds were expended. These records shall be retained by the Recipient for at least six years after the Agreement terminates. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved. The Recipient agrees to allow the Port, and any of its duly authorized representatives, access to all records related to this Agreement for audit and inspection and monitoring purposes. Such access will be during normal business hours, or by appointment.

**Repayment:** In the event that the Recipient spends Grant Funds in any way prohibited by this Agreement or by state or federal law, or for any purpose other than the completion of the Project, the Recipient shall reimburse the Port for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the Port.

**Governing Law/Venue:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Hood River County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the Port of any form of defense or immunity from any claim.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Recipient, by signature of its authorized representative on the Agreement, acknowledges that the Recipient has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Recipient contact or the Port contact at the address or email address set forth in this Agreement. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when

received, or five days after mailing.

Counterparts: This agreement may be executed in two or more counterparts (by email or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

Severability: If any term or provision of this agreement 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 this Agreement did not contain the particular term or provision held to be invalid.

Port of Cascade Locks Economic Development Grant Agreement -Attachment B  
 Project Scope and Budget [Project Name]

**Project Scope:**

[Insert Project Scope and Deliverables]

**Budget Summary:**

Grant Funds/Maximum Reimbursement	\$XXXX.XX (XX%)
Grantee Match Participation	\$XXX.XX (XX%)
Total Project Cost	\$XXXX.XX

**Project Budget:**

Expense Item	Cost or Valuation
	\$0
	\$0
	\$0
	\$0
	\$0
<b>Total Project Cost</b>	<b>\$0</b>

**Source of Match:**

Source	Amount
	\$0
	\$0
	\$0
<b>Total Match</b>	<b>\$0</b>

## ATTACHMENT C

### Insurance Requirements

#### **TYPES AND AMOUNTS.**

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Port. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance must include the Port, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**NOTICE OF CANCELLATION OR CHANGE.** The Recipient or its insurer must provide 30 days' written notice to the Port before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the Recipient performs under the Agreement. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

PORT OF CASCADE LOCKS  
**Economic Development Program Grant Agreement  
(Large Grants Program)**

---

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**Port Grant Number:** [Numbering convention]

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  - a. To request reimbursement, Grantee shall use **[MCEDD portal?]**.
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  - c. The request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the Economic Development Grant Program, which may be found at **[POCL website URL for grant program]**.
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3. Progress Reports. Recipient shall report to the Port regarding the status and progress of the project every six months from the date of award until project completion. Progress Reports shall be submitted using **[MCEDD portal?]** accessible at **[URL]**.
4. Final Report. Recipient must submit a Final Report, a Final Reimbursement Request and digital pictures of the completed Project to the Port within 30 days of the Project Completion Date. The Port may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Recipient shall assist the Port and cooperate fully to the satisfaction of the Port with all inspections.
5. Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, Recipient shall complete the Project **December 31, 2025** This Agreement shall expire on the date final reimbursement payment is made by the Port to Recipient. No grant funds shall be available for any expenditures after the Project Completion Date. Recipient may terminate this Agreement at any time by returning to the Port all Grant Funds made to Recipient.

6. Publicity. Recipient shall make every effort to acknowledge and publicize POCL's participation and assistance with the Project. Recipient agrees to place a sign(s) at the Project location acknowledging Port support. Grantee also agrees to maintain the signs throughout the useful life of the Project.

Agreement Documents: Included as part of this Agreement are:

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Attachment B: Project Scope and Budget

**Contact**

**Information:** A change in the contact information for either party is effective upon providing notice to the other party:

THE **PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**GRANTEE**

**Print Name/Title**

\_\_\_\_\_

**Signature** \_\_\_\_\_

**Organization Name** \_\_\_\_\_

**Address Line 1** \_\_\_\_\_

**Address Line 2** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**PORT OF CASCADE LOCKS**

**Print Name/Title**

\_\_\_\_\_

**Signature** \_\_\_\_\_

**PO Box 307 / 427 NW Portage Road  
Cascade Locks, OR 97014**

**Email: [jblue@portofcascadelocks.gov](mailto:jblue@portofcascadelocks.gov)**

**Phone: (541) 374-2401**

Attachment A - Standard Terms and Conditions  
Port of Cascade Locks Economic Development Grant Program

**Compliance with Law:** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project.

**Insurance and Workers Compensation Laws:** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Unless otherwise agreed to by the Port, Recipient shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment C.

**Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.

**Expenditure Records:** Recipient shall document, maintain and submit records to the Port for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit the Port to verify how Grant Funds were expended. These records shall be retained by the Recipient for at least six years after the Agreement terminates. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved. The Recipient agrees to allow the Port, and any of its duly authorized representatives, access to all records related to this Agreement for audit and inspection and monitoring purposes. Such access will be during normal business hours, or by appointment.

**Repayment:** In the event that the Recipient spends Grant Funds in any way prohibited by this Agreement or by state or federal law, or for any purpose other than the completion of the Project, the Recipient shall reimburse the Port for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the Port.

**Governing Law/Venue:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Hood River County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the Port of any form of defense or immunity from any claim.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Recipient, by signature of its authorized representative on the Agreement, acknowledges that the Recipient has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Recipient contact or the Port contact at the address or email address set forth in this Agreement. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when



received, or five days after mailing.

Counterparts: This agreement may be executed in two or more counterparts (by email or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

Severability: If any term or provision of this agreement 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 this Agreement did not contain the particular term or provision held to be invalid.

Port of Cascade Locks Economic Development Grant Agreement -Attachment B  
Project Scope and Budget [Project Name]

**Project Scope:**

[Insert Project Scope and Deliverables]

**Budget Summary:**

Grant Funds/Maximum Reimbursement	\$XXXX.XX {XX%}
Grantee Match Participation	\$XXX.XX (XX%)
Total Project Cost	\$XXXX.XX

**Project Budget:**

Expense Item	Cost or Valuation
	\$0
	\$0
	\$0
	\$0
	\$0
<b>Total Project Cost</b>	<b>\$0</b>

**Source of Match:**

Source	Amount
	\$0
	\$0
	\$0
<b>Total Match</b>	<b>\$0</b>

## ATTACHMENT C

### Insurance Requirements

#### **TYPES AND AMOUNTS.**

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Port. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance must include the Port, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**NOTICE OF CANCELLATION OR CHANGE.** The Recipient or its insurer must provide 30 days' written notice to the Port before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the Recipient performs under the Agreement. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

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## PORT COMMISSION REPORT

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**TO:** PORT COMMISSION

**FROM:** JEREMIAH BLUE, EXECUTIVE DIRECTOR

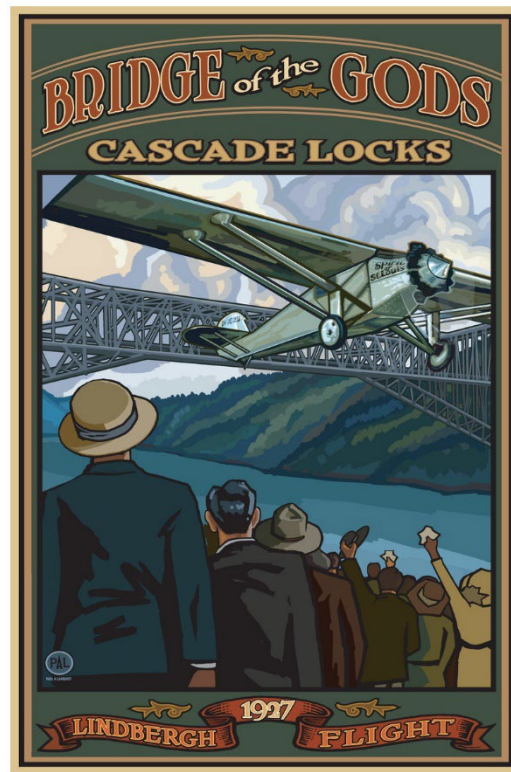
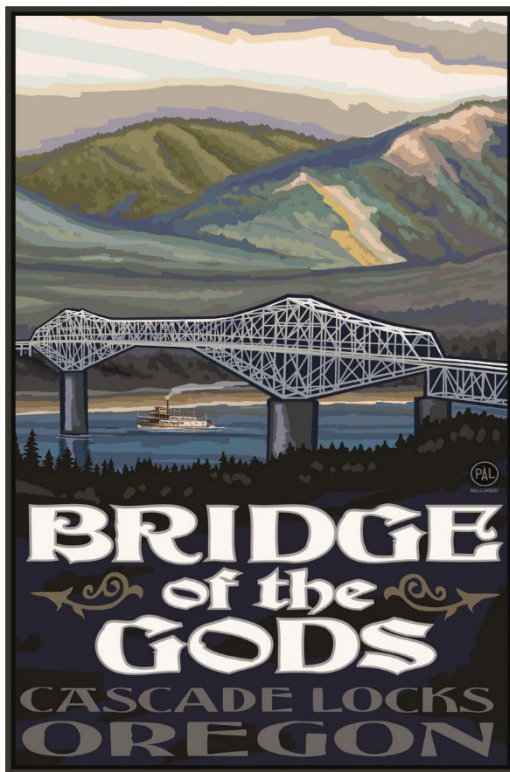
**SUBJECT: COMMISSION ARTIST PAUL A. LANQUIST FOR CENTENNIAL CELEBRATION POSTER**

**DATE:** OCTOBER 8, 2024

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### Introduction:

Artist Paul A. Lanquist is celebrated for his iconic depictions of parks, forests, and various distinctive landscapes throughout the nation. Renowned for his deep connection to the Columbia River Gorge, Mr. Lanquist is particularly recognized for his captivating prints of the Bridge of the Gods and Lindbergh's historic flight beneath it.



"Bridge Of The Gods Cascade Locks Oregon" and "Lindbergh Fly Under" by Paul A Lanquist

The Bridge of the Gods Centennial Celebration Advisory Committee has approached Mr. Lanquist to create a piece for the centennial celebration. Mr. Lanquist has agreed to come out of retirement to undertake this special project.

The estimated budget for the commission is between \$2,500 and \$3,000.

The committee believes that Mr. Lanquist's poster will not only serve as a beautiful and lasting memento of the centennial celebration but will also capture the spirit and significance of this historic milestone.

**Recommendation:**

The Bridge of the Gods Centennial Celebration Advisory Committee recommends the approval of Paul A. Lanquist to create a commemorative piece for the centennial celebration.

**Commission Options:**

1. Approve to commission Paul A. Landquist to create a commemorative piece for the centennial celebration, not to exceed \$3,000.
2. Do not approve.
3. Other.

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## PORT COMMISSION REPORT

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**TO:** PORT COMMISSION

**FROM:** JEREMIAH BLUE, EXECUTIVE DIRECTOR

**SUBJECT: RESTORATION OF THE BRIDGE MURAL**

**DATE:** OCTOBER 8, 2024

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### **Introduction:**

The mural beneath the bridge is starting to show its age and is in need of restoration or replacement.

Commissioned by the City of Cascade Locks and completed in 2002, the mural, created by artist Larry Kangas, is a valuable historical asset depicting the rich heritage of Cascade Locks. The mural is a visual tour through the history of this beautiful area filled with historic references and symbols.

Given that Mr. Kangas has passed away, the Bridge of the Gods Centennial Celebration Advisory Committee proposes conducting a public survey to determine community sentiment regarding the restoration or replacement of the Bridge of the Gods mural.

Considering the mural's historical significance, public input is essential for determining the most appropriate course of action. A survey will not only gather valuable information but also foster community involvement and ownership of the mural project.

### **Recommendation:**

The Bridge of the Gods Centennial Celebration Advisory Committee recommends the approval of a public survey of the community to ensure that the mural project aligns with the wishes of the community and preserves the historical character of Cascade Locks.

**Commission Options:**

1. Approve to conduct a public survey to determine community sentiment regarding the restoration or replacement of the Bridge of the Gods mural.
2. Do not approve.
3. Other.