



COMMISSION MEETING AGENDA

MEETING TYPE: ☒ Regular ☐ Special
MEETING DATE: March 11, 2026 **MEETING TIME:** 9:00 AM
ATTENDANCE: *In Person* *Television Broadcasting*
 Port of Longview KLTV Kelso Longview Television
 10 International Way
 Longview, WA 98632

Public comment will be taken before and during the meeting. Attendees can submit public comments to publiccomment@portoflongview.com or give public comment orally during the meeting. For assistance with special arrangements please call (360) 425-3305 at least 24 hours in advance.

1. Call to Order
2. Pledge of Allegiance
3. Commissioner Attendance
4. Meeting Guidelines
5. Federal Legislative Update
(Introduced by Dale Lewis, Presented by David Hodges from CFM Advocates)
6. Consent Agenda
Public comment is taken prior to Commission vote on the consent agenda
 - a. Today's Meeting Agenda
 - b. Invoice Approval
 - c. Minutes
7. General Public Comment Period
Public comment is taken for items not appearing on this agenda
8. CEO and Staff Reports
 - a. Chief Executive Officer's Report
 - b. IRCE Project Safety Updates (including safety audits)
9. Advisory Items
 - a. Yard Lighting Project (*Presented by William Burton*)
 - b. Memorandum of Agreement for Coordinated Dredging with the Department of the Army, Portland District (*Presented by Lisa Hendriksen*)
10. Commissioner Reports
11. Recess to Executive Session
 - a. Potential Litigation, RCW 42.30.110(1)(i)
 - b. Consider the Minimum Price at Which Real Estate will be Offered for Sale or Lease RCW 42.30.110(1)(c)
12. Adjourn Meeting

AGENDA ITEM 8

CEO and Staff Reports

- (a) Chief Executive Officer's Report
- (b) IRCE Project Safety Updates

Safety Audit

02/19/2026

**Safety Audit Form****CUSTOMER**

Port of Longview

JOB NAME

IRCE Safety Consultant

JOB NUMBER

25-047-PSC

AUDIT DATE

02/19/2026

REPORT DATE

02/25/2026

PROJECT MANAGER

Karl Enyeart

INSPECTOR NAME

Derek Burr

INSPECTOR EMAILdburr@integritysafety.com**Unchecked boxes=Not applicable****GENERAL COMMENTS**

When onsite, ballast rocks and sand being delivered and distributed around. Laborer crew are disassembling the floating dock.

ADDITIONAL PHOTOS (IF APPLICABLE)







GENERAL ADMINISTRATIVE

- Written Safety and Hazard Communication programs (APP and SDS binders)
- Required postings OSHA L & I, Emergency Numbers, Worker's Comp, Code of Safe Practices, ETC.
- Adequate toilets/ washing facilities
- Record of Safety Meetings and Safety Inspections
- Hot/Cold stress to workers with proper access to water (H2O)
- Adequate lighting in work and walkways

WRITTEN SAFETY AND HAZARD COMMUNICATION PROGRAMS (APP AND SDS BINDERS)

OK

REQUIRED POSTINGS OSHA L & I, EMERGENCY NUMBERS, WORKER'S COMP, CODE OF SAFE PRACTICES, ETC.

OK

ADEQUATE TOILETS/ WASHING FACILITIES

OK

RECORD OF SAFETY MEETINGS AND SAFETY INSPECTIONS

OK

HOT/COLD STRESS TO WORKERS WITH PROPER ACCESS TO WATER (H2O)

OK

ADEQUATE LIGHTING IN WORK AND WALKWAYS

OK

PERSONAL PROTECTIVE EQUIP / EMERGENCY

- Hard hats, vest, and safety glasses being used as needed or 100% of the time
- Hearing, face protection, along with respirators, being used when needed and workers medically cleared
- Employees aware of emergency procedures
- First Aid kit on site- stocked and accessible
- First aid personnel on site and identified
- Proper work shoes being worn

HARD HATS, VEST, AND SAFETY GLASSES BEING USED AS NEEDED OR 100% OF THE TIME

OK

HEARING, FACE PROTECTION, ALONG WITH RESPIRATORS, BEING USED WHEN NEEDED AND WORKERS MEDICALLY CLEARED

OK

EMPLOYEES AWARE OF EMERGENCY PROCEDURES

OK

FIRST AID KIT ON SITE- STOCKED AND ACCESSIBLE

OK

FIRST AID PERSONNEL ON SITE AND IDENTIFIED

PROPER WORK SHOES BEING WORN

OK

OK

EXCAVATIONS

- Seatbelts being worn while in equipment

SEATBELTS BEING WORN WHILE IN EQUIPMENT

OK

HOUSEKEEPING

- Work area, passageways, and stairs clear of scrap and debris. Removed regularly.
- Site clean with proper trash receptacles
- Material storage areas kept orderly and free of debris
- Protruding nails in lumber kept cleared from work areas, passageways, and stairs, in and around buildings

WORK AREA, PASSAGEWAYS, AND STAIRS CLEAR OF SCRAP AND DEBRIS. REMOVED REGULARLY.

OK

SITE CLEAN WITH PROPER TRASH RECEPTACLES

OK

MATERIAL STORAGE AREAS KEPT ORDERLY AND FREE OF DEBRIS

OK

PROTRUDING NAILS IN LUMBER KEPT CLEARED FROM WORK AREAS, PASSAGEWAYS, AND STAIRS, IN AND AROUND BUILDINGS

OK

FALL PROTECTION

- Guardrails 42+ 3 inches midrail and toe boards Deflection less than 3 in. and cable flagged every 6 ft.

GUARDRAILS 42+ 3 INCHES MIDRAIL AND TOE BOARDS DEFLECTION LESS THAN 3 IN. AND CABLE FLAGGED EVERY 6 FT.

OK

FIRE PROTECTION/PREVENTION

- Fire extinguishers provided at least every 3000 sq. feet of combustibles
- Monthly inspection completed
- Approved Safety cans in use

FIRE EXTINGUISHERS PROVIDED AT LEAST EVERY 3000 SQ. FEET OF COMBUSTIBLES

OK

MONTHLY INSPECTION COMPLETED

OK

APPROVED SAFETY CANS IN USE

OK

HIGHWAY/WORK ZONES

- Warning signs properly spaced
- Channelization devices properly used and spaced
- Vehicle and pedestrian traffic properly controlled

WARNING SIGNS PROPERLY SPACED

OK

CHANNELIZATION DEVICES PROPERLY USED AND SPACED

OK

VEHICLE AND PEDESTRIAN TRAFFIC PROPERLY CONTROLLED

OK

Thank you for the opportunity to provide this audit report. If you have any questions, please contact me at the number or email below.

This report will automatically send to billing@integritysafety.com

Safety Audit

02/26/2026



integrity safety services

Safety Audit Form

CUSTOMER

Port of Longview

JOB NAME

IRCE

JOB NUMBER

25-047-PSC

AUDIT DATE

02/26/2026

REPORT DATE

03/04/2026

SUPERINTENDENT/FOREMAN

Karl Enyeart

PROJECT MANAGER

Karl Enyeart

INSPECTOR NAME

John Carlson

INSPECTOR EMAILjcarlson@integritysafety.com**Unchecked boxes=Not applicable****GENERAL COMMENTS**

Met with Cody and discussed the project and met Gary's fill in. Discussed upcoming work and schedule. Met with Mark and walked the jobsite where ongoing work is being done. All work using the floating pontoons has been done and workers were observed dismantling the pontoons. Ongoing work of trucking and infill was occurring. Spoke with the crew regarding work. Workers were wearing proper ppe and proper placement of workers in regards to equipment movement was observed. Good efforts by the crew.

ADDITIONAL PHOTOS (IF APPLICABLE)



GENERAL ADMINISTRATIVE

- Written Safety and Hazard Communication programs (APP and SDS binders)
- Required postings OSHA L & I, Emergency Numbers, Worker's Comp, Code of Safe Practices, ETC.
- Adequate toilets/ washing facilities
- Record of Safety Meetings and Safety Inspections
- Hot/Cold stress to workers with proper access to water (H2O)
- Adequate lighting in work and walkways

WRITTEN SAFETY AND HAZARD COMMUNICATION PROGRAMS (APP AND SDS BINDERS)

OK

REQUIRED POSTINGS OSHA L & I, EMERGENCY NUMBERS, WORKER'S COMP, CODE OF SAFE PRACTICES, ETC.

OK

ADEQUATE TOILETS/ WASHING FACILITIES

OK

RECORD OF SAFETY MEETINGS AND SAFETY INSPECTIONS

OK

HOT/COLD STRESS TO WORKERS WITH PROPER ACCESS TO WATER (H2O)

OK

ADEQUATE LIGHTING IN WORK AND WALKWAYS

OK

PERSONAL PROTECTIVE EQUIP / EMERGENCY

- Hard hats, vest, and safety glasses being used as needed or 100% of the time
- Employees aware of emergency procedures
- Proper work shoes being worn

HARD HATS, VEST, AND SAFETY GLASSES BEING USED AS NEEDED OR 100% OF THE TIME

OK

EMPLOYEES AWARE OF EMERGENCY PROCEDURES

OK

PROPER WORK SHOES BEING WORN

OK

HOUSEKEEPING

- Work area, passageways, and stairs clear of scrap and debris. Removed regularly.
- Site clean with proper trash receptacles
- Material storage areas kept orderly and free of debris
- Protruding nails in lumber kept cleared from work areas, passageways, and stairs, in and around buildings

WORK AREA, PASSAGEWAYS, AND STAIRS CLEAR OF SCRAP AND DEBRIS. REMOVED REGULARLY.

OK

SITE CLEAN WITH PROPER TRASH RECEPTACLES

OK

MATERIAL STORAGE AREAS KEPT ORDERLY AND FREE OF DEBRIS

OK

PROTRUDING NAILS IN LUMBER KEPT CLEARED FROM WORK AREAS, PASSAGEWAYS, AND STAIRS, IN AND AROUND BUILDINGS

OK

TOOLS, HAND AND POWER

- Tool and Cord in good condition
- Guards in place

TOOL AND CORD IN GOOD CONDITION

OK

GUARDS IN PLACE

OK

FIRE PROTECTION/PREVENTION

- Fire extinguisher no more than 75 feet from ordinary combustibles

FIRE EXTINGUISHER NO MORE THAN 75 FEET FROM ORDINARY COMBUSTIBLES

OK

MATERIAL HANDLING

- Forklift Operators are trained & certified

FORKLIFT OPERATORS ARE TRAINED & CERTIFIED

OK

Thank you for the opportunity to provide this audit report. If you have any questions, please contact me at the number or email below.

This report will automatically send to billing@integritysafety.com

ADDITIONAL EMAIL ADDRESS TO RECEIVE A PDF COPY OF THIS REPORT

jcarlson@integritysafety.com

AGENDA ITEM 9

Advisory Item 9 (a)

- Yard Lighting Project (*Presented by William Burton*)

ACTION/ADVISORY: Advisory



COMMISSION BRIEFING

SUBJECT Yard Lighting Project

MEETING DATE March 11, 2026

PRESENTED BY William Burton, Director of Facilities & Engineering

Presenter Approval WB Date: 3/5/2026

REQUESTED ACTION ☐ Motion ☐ Resolution ☒ Advisory

This is Advisory. At the next Commissioner Meeting, staff will ask for a motion to increase the Capital Budget for the Yard Lighting project from \$410,000 to \$502,057.

REVIEWED BY ☐ Counsel ☐ Special Counsel

FINANCIAL IMPACTS Included in current budget? ☐ Yes, ☒ No, ☐ N/A

BACKGROUND

The Yard Lighting project received final Finance Committee approval on July 22, 2024. Following approval, the project required additional redesign to accommodate the adjacent Berth 4 project and to have PUD bring in additional power and a second transformer to provide power not only for this lighting project, but also provide a redundant power supply to Berths 5 through 8 as well as to refeed the existing Yard Office. This added scope of work and additional work accounts for the increased cost of \$92,057 to complete the project.

Prior Presentation/ Discussion:

2024 Operating Budget Item CP-07

Capital Budget Work Session on October 16, 2023

2024 Budget Approval on November 8, 2023

List of Attachments:

Updated Engineer's Estimate

**ENGINEER'S ESTIMATE**

DATE COMPLETED: Feb 12 2026

BY: Karl Enyeart

PROJECT: Yard Lighting**PROJECT DESCRIPTION:** This project includes installation of two transformers, two 110' steel light poles, (14) 1500 watt LED fixtures and 1500 feet of electrical lines.**CONTRACT**

Item Description	Approx.	Units	Unit Price	Amount
PUD Connection Fee	1	Lump Sum	\$ 4,790.00	\$ 4,790.00
Permits	1	EA	\$ 400.00	\$ 400.00
CONTRACT SUBTOTAL -				\$ 5,190.00
CONTRACT COST ESTIMATE -				\$ 5,190.00

LABOR

Trade	Approx.	Amount
Carpenter	230	\$16,753.20
Laborer Foreman	230	\$14,285.30
Laborer	400	\$23,860.00
Operator	400	\$29,816.00
Electrician Foreman	300	\$32,094.00
Electrician	300	\$29,892.00
Painter	300	\$16,962.00
LABOR COST ESTIMATE-		\$163,812.00

EQUIPMENT RENTAL

Equipment Description	Approx.	Units	Unit Price	Amount
110' Man Lift	1	Weeks	\$ 2,762.30	\$ 2,762
EQUIPMENT SUBTOTAL -				\$ 2,762.30
7.7% WASHINGTON STATE SALES TAX -				\$ 212.70
EQUIPMENT COST ESTIMATE-				\$ 2,975.00

MATERIALS

Item Description	Approx.	Units	Unit Price	Amount
PUD Connection Fee	1	Each	\$ 62,437.00	\$ 62,437.00
PUD Vaults 7'x13'x8'	1	Each	\$ 10,794.29	\$ 10,794.29
Transformer Pad	4	Each	\$ 855.80	\$ 3,487.83
Electrical Conduit 4"x20' PVC Schedule 40	6000	LF	\$ 2.83	\$ 16,956.00
Electrical Conduit 3"x20' PVC Schedule 40	20	LF	\$ 2.05	\$ 40.99
Electrical Conduit 2"x20' PVC Schedule 40	1220	LF	\$ 1.07	\$ 1,927.80
Strut Galvanized 1-5/8" x 1-5/8" x 10'	40	LF	\$ 11.87	\$ 474.62
Conduit Galvanized Steel 3"x 10'	50	LF	\$ 18.85	\$ 942.29
Electrical Wire #10 Stranded Copper Brown	920	LF	\$ 1.34	\$ 1,001.17
Electrical Wire #10 Stranded Copper Orange	920	LF	\$ 1.34	\$ 1,001.17
Electrical Wire #4 Stranded Copper Brown	920	LF	\$ 0.71	\$ 650.73
Electrical Wire #4 Stranded Copper Orange	920	LF	\$ 0.71	\$ 650.73
Electrical Wire 4/0 Stranded Copper Brown	60	LF	\$ 5.76	\$ 351.48
PVC Cement 1 Gallon	5	EA	\$ 57.44	\$ 287.19
2500 lb. mule tape 1500 Feet Spool	6	EA	\$ 205.24	\$ 1,231.44
Galvanized Ground Rod 5/8"	2	EA	\$ 15.13	\$ 30.26
Ground Wire #6 Bare Solid Copper	12	LF	\$ 0.73	\$ 8.77

Ground Rod Clamp 5/8"	2	EA	\$ 1.78	\$ 3.56
120/240 volt panel	1	EA	\$ 2,000.00	\$ 2,000.00
KCDA -Lighting package - poles, lights, brackets	1	Each	\$ 171,351	\$ 171,351.00
Junction Box WSDOT Type 2	4	Each	\$ 1,146.18	\$ 4,584.70
Gravel 5/8 Crushed	673	Ton	\$ 22.00	\$ 14,812.27
Fittings, clamps, elbows, conduit	1	EA	\$ 2,830.63	\$ 5,389.59
EATON 127 TB Single Meter Socket 200 Amp or equal	1	EA	\$ 781.99	\$ 781.99
EATON 124 TB Single Meter Socket 200 Amp or equal	1	EA	\$ 645.40	\$ 645.40
480 VOLT 200 AMP 3 Phase HID-Rated 3R-Rated Main	1	EA	\$ 4,190.00	\$ 4,190.00
Bollards	30	EA	\$ 83.05	\$ 2,491.49
4000 psi Concrete	23	Yards	\$ 257.30	\$ 5,917.81
Rebar	1	LS	\$ 911.59	\$ 911.59

MATERIALS SUBTOTAL - \$ 315,353.16

7.7% WASHINGTON STATE SALES TAX - \$ 14,726.84

MATERIALS COST ESTIMATE- \$ 330,080.00

TOTALS

CONTRACT COST ESTIMATE- \$ 5,190.00

LABOR COST ESTIMATE- \$ 163,812.00

EQUIPMENT RENTAL COST ESTIMATE- \$ 2,975.00

MATERIAL COST ESTIMATE- \$ 330,080.00

CONTINGENCY \$ -

TOTAL ESTIMATED COST \$ 502,057.00

AGENDA ITEM 9

Advisory Item 9(b)

- Memorandum of Agreement for Coordinated Dredging
with the Department of the Army, Portland District
(Presented by Lisa Hendriksen)

ACTION/ADVISORY: Advisory



COMMISSION BRIEFING

MEETING DATE March 11, 2026

PRESENTED BY Lisa Hendriksen, Director of Planning & Environmental
Presenter Approval LH Date: 3/5/2026

REQUESTED ACTION ☐ Motion ☐ Resolution ☒ Advisory

SUBJECT Memorandum of Agreement for Coordinated Dredging with the Department of the Army, Portland District

ADVISORY: Motion to authorize the Chief Executive Officer to sign the Memorandum of Agreement between the Department of the Army and the Port of Longview not to exceed \$700,000.

REVIEWED BY ☐ Counsel ☐ Special Counsel ☐ Park Advisory

FINANCIAL IMPACTS Included in current budget? ☒ Yes \$10,000 initial with an estimate of \$682,000, but not to exceed \$700,000 ☐ None ☐ N/A

BACKGROUND

The Port of Longview is one of the Non-Federal sponsors for the deepening and ongoing maintenance of the Columbia River Navigation Channel. The Project Cooperation Agreement signed by the Port in 2004 allows the Non-Federal sponsors to coordinate with the Portland District, US Army Corps of Engineers (Corps) on river related activities.

The Port has coordinated with the Corps on previous dredging events to include the Port's dredging work as an option in their clamshell dredging contract baseline bid. The efforts were successful and reduced the cost of the Port's dredging. The Corps is providing the same opportunity to the Port in 2026.

The attached transmittal letter and Memorandum of Agreement (MOA) outline the cost estimate of the Port's option and work to be performed on behalf of the Port. As with the previous MOA's, at that time of bid receipt, if the Port chooses to not accept the bid price, it may discontinue coordination with the Corps and go out for bid on its own.

If the Commission approves signing of the MOA, within 30 days of the Corps signature, the Port must release \$10,000 to the Corps to include the bid option in their contract documents. If the Port chooses to not accept the bid offer at the time of receipt, the Port forfeits the \$10,000.

The Corps' cost estimate for the Port's option, as itemized in the Letter of Transmittal, is \$682,000. This estimate is based on previous coordination (2024/2025) and includes the addition of the Willow Grove boat basin. The option to dredge the Willow Grove boat basin is a new request by the Port to Corps, and therefore, this option may not be approved in the final MOA. However, if that option is not approved, the overall cost estimate may be reduced.

Once the Corps has a contractor selected, the Corps will update the Letter of Transmittal with the estimate and request additional funding to fulfill the dredging obligation. If the Port chooses to move forward with the bid option, the Port will transfer the additional funding to the Corps.

The Port's 2026 Operational Budget has \$700,000 for maintenance dredging.

Prior Presentation/ Discussion:

2019, 2020, 2021, 2023, 2024, 2025 MOA with the Department of the Army
2026 Operating Budget Ref# Eng-01

List of Attachments:

Draft Memorandum of Agreement Between the Department of the Army and the Port of Longview for Additional Dredging in Connection with Dredging of the Columbia River Portion of the Columbia and Lower Willamette Rivers Federal Navigation Channel, Oregon and Washington

Draft Letter of Transmittal Draft



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND OR 97208-2946

Waterways Maintenance Section

DATE TBD

Lisa Hendriksen
Planning and Environmental Services Director
Port of Longview
10 International Way
Longview, WA 98632

Dear Ms. Hendriksen:

The purpose of this letter is to transmit the enclosed signed Memorandum of Agreement (MOA) for the U.S. Army Corps of Engineers, Portland District (Corps) to perform additional dredging for the Port of Longview in 2026 in connection with dredging of the Columbia River portion of the Columbia and Lower Willamette Rivers Federal Navigation Channel, Oregon and Washington.

The current estimate of costs in Section 1 of the MOA (\$682,000.00) was developed from task estimates as follows:

- (a) Contract preparation labor (\$10,000.00)
- (b) Labor to exercise the contract option (\$2,000.00)
- (c) Contract obligation costs including mobilization, dredging 10,000 cubic yards, and associated environmental compliance (\$550,000.00)
- (d) Pre- and Post-dredge hydrosurveys (\$50,000.00)
- (e) Contract engineering during construction (\$10,000.00)
- (f) Contract supervision and administration (\$60,000.00)

The initial funds transfer in Section 2 of the MOA (\$10,000.00) is the estimated cost of contract preparation labor (a) above.

The Corps will include the Port's work as an option in the Corps' clamshell dredging contract. The Corps plans to advertise the dredging contract in April 2026 and award in June 2026. When the contract option price is known, the Corps will inform the Port under Section 2 of the MOA of the additional funds needed to move forward with the

dredging. It is understood that the Port is responsible for obtaining all environmental approvals required for the dredging and providing copies of those documents to the Corps to demonstrate that all applicable environmental laws and regulations have been complied with under Section 4 of the MOA.

If you have any questions, please contact me at (503) 808-4352 or jessica.b.stokke@usace.army.mil.

Sincerely,

Jessica Stokke
Project Manager
Columbia & Lower Willamette Rivers

Enclosure

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE PORT OF LONGVIEW
FOR ADDITIONAL DREDGING
IN CONNECTION WITH DREDGING OF
THE COLUMBIA RIVER PORTION OF THE COLUMBIA AND LOWER WILLAMETTE
RIVERS FEDERAL NAVIGATION CHANNEL, OREGON AND WASHINGTON

This MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Portland District (hereinafter the “District Engineer”), and the Port of Longview (hereinafter the “Non-Federal Interest”), represented by its Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, the Columbia River portion of the Columbia and Lower Willamette Rivers federal navigation channel, Oregon and Washington (hereinafter the “Project”) was authorized for construction by Section 101(b)(13) of the Water Resources Development Act of 1999, Public Law 106-53, and Division H, Section 123 of the Consolidated Appropriations Act of 2004, Public Law 108-199, and is now in its operation and maintenance;

WHEREAS, the Government, the Non-Federal Interest, and other non-federal sponsor ports entered into a Project Cooperation Agreement (“PCA”) on 23 June 2004 in order to implement the Project as described in the Chief of Engineer’s Report dated 23 December 1999;

WHEREAS, the Non-Federal Interest requests dredging in calendar year 2026 of its berthing areas one (1) through nine (9) and boat basin with in-water dredged material placement as described in the permit issued under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) by the Department of the Army to the Non-Federal Interest (hereinafter the “Additional Dredging”) and agrees to pay all costs of such dredging; and

WHEREAS, the Government is authorized pursuant to 33 U.S.C. § 701h to carry out the Additional Dredging in connection with dredging of the Project.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide to the Government funds to pay all costs, including the costs of environmental compliance, supervision and administration, and engineering and design, associated with the Additional Dredging to be carried out in connection with dredging of the Project. While the Government will endeavor to limit the additional costs associated with the Additional Dredging to the current estimate of \$682,000.00, the Non-Federal Interest acknowledges that the actual costs for the Additional Dredging may exceed such estimated

amount due to claims or other unforeseen circumstances and that the Non-Federal Interest is responsible for all costs, including any claims, related to the Additional Dredging.

2. Within thirty (30) calendar days of execution of this MOA, the Non-Federal Interest shall provide to the Government \$10,000.00 towards the costs of the Additional Dredging. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and a description of the amount, and, no later than fifteen (15) calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.

3. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to “FAO, USAED Portland G2” to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

4. The Government shall not commence the Additional Dredging until: (a) all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. § 1341); and (b) the Non-Federal Interest has provided to the Government authorization for entry to all lands, easements, and rights-of-way the Government determines to be required for the Additional Dredging.

5. The Government shall provide the Non-Federal Interest with quarterly reports of obligations for the Additional Dredging. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of the funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes the Additional Dredging.

6. Upon completion of the Additional Dredging and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Non-Federal Interest with written notice of the results of such final accounting. Such final accounting shall in no way limit the Non-Federal Interest’s responsibility to pay for all costs associated with the Additional Dredging, including contract claims or any other liability that may become known after the final accounting. If such costs are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within thirty (30) calendar days of such written notice by delivering a check payable to “FAO, USAED Portland G2” to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within thirty (30) calendar days of such written notice, subject to the availability of funds.

7. Before either party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

8. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

9. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:

Port of Longview
Director of Planning and Environmental Services
10 International Way, Longview, Washington 98632

If to the Government:

U.S. Army Corps of Engineers, Portland District
Project Manager, Columbia and Lower Willamette Rivers (CENWP-NVW-W)
P.O. Box 2946
Portland, Oregon 97208-2946

A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

10. This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may unilaterally terminate further performance under this MOA by providing at least 15 calendar days written notice to the other party. In the event of termination, the Non-Federal Interest remains responsible for any and all costs incurred by the Government under this MOA and for any and all costs of closing out or transferring any ongoing contracts.

IN WITNESS WHEREOF, the parties have executed this MOA, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE PORT OF LONGVIEW

BY: _____
Larry D. Caswell, Jr., PE, PMP
Colonel, U.S. Army
District Commander

BY: _____
Ken Anderton
Chief Executive Officer

DATE: _____

DATE: _____