



**Combined Meeting**  
**ColPac EDD & NW Oregon Economic Alliance**  
**Thursday, May 11, 2023**  
**10:00 am—12:00 pm**

**Bank Fire District Hornshuh Creek Station #14**

49021 NW Hwy 26

Banks OR 97106

**Hybrid Virtual Meeting Information**

<https://us02web.zoom.us/j/82206087681?pwd=c2ltUHBMUjZ6d211Wm0xa1RjWGQyZz09>

Meeting ID: 822 0608 7681

Passcode: 063755

10:00—10:05a	<b>1. Welcome and Introductions</b>	Lianne Thompson
10:05—10:20a	<b>2. NOEA Business Meeting &amp; Annual Meeting</b> <ul style="list-style-type: none"><li>March 9 2023 Meeting Minutes (attached)</li><li>April 2023 Financials (attached)</li><li>Election of Board Members</li></ul>	Lianne Thompson <b>Action Item</b> <b>Action Item</b> <b>Action Item</b>
10:20—11:00a	<b>3. ColPac Business &amp; Annual Meeting</b> <ul style="list-style-type: none"><li>March 9 2023 Meeting Minutes (attached)</li><li>Mar - Apr 2023 Financial Statements</li><li>Election of Board Members</li><li>CET Employee Sharing Agreement</li><li>FEMA Bi-Op Comment Letter Update</li><li>Habitat Conservation: Letter to Board of Forestry &amp; Governor's Office <a href="#">Update</a></li><li>Loan Program: Loan Loss Reserve Award &amp; EDA RLF Application</li><li>Executive Director Recruiting Update</li></ul>	Lianne Thompson <b>Action Item</b> <b>Action Item</b> <b>Action Item</b> <b>Action Item – <a href="#">Vote to approve</a></b> <b>No Action</b> <a href="#">No Action</a> <b>Action Item – <a href="#">Vote to approve</a></b> <b>No Action</b>
11:00—11:30a	<b>4. Other Business/Project Updates</b> <ul style="list-style-type: none"><li>Workforce Development/Future Ready Update</li><li></li><li>Project Updates</li></ul>	ColPac Staff
11:30—12:00p	<b>5. Member Updates/Roundtable</b> <a href="#">Projects, Grant Applications, Challenges/Issues, etc.</a>	Members

**Next Meeting**

[July 13, 2023](#)

[Columbia County](#)

**Attachments**

Col-Pac/NOEA March 9 2023 Meeting Minutes

NOEA April 2023 Financial Statement

NOEA Board Roster

NOEA Letter to Board from Secretary of State

ColPac Mar-Apr 2023 Financial Statements

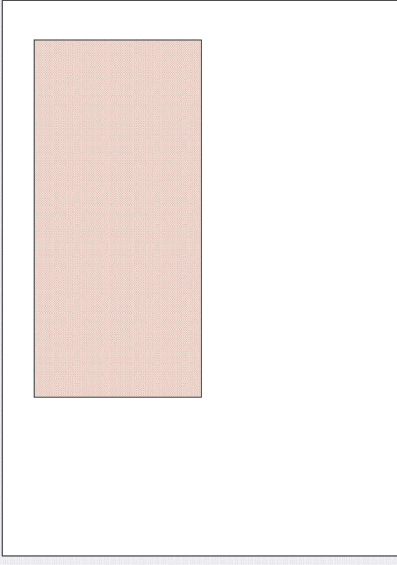
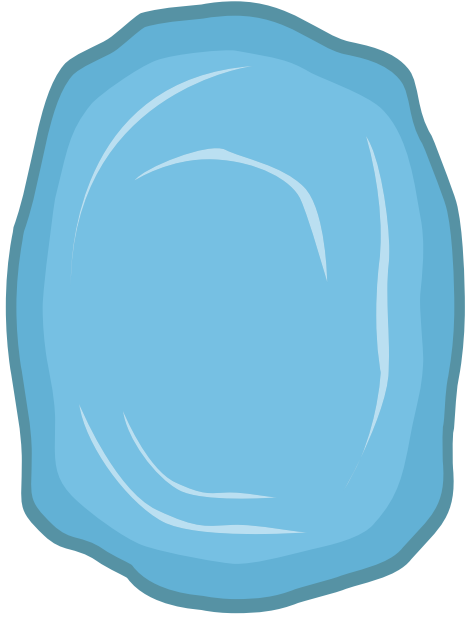
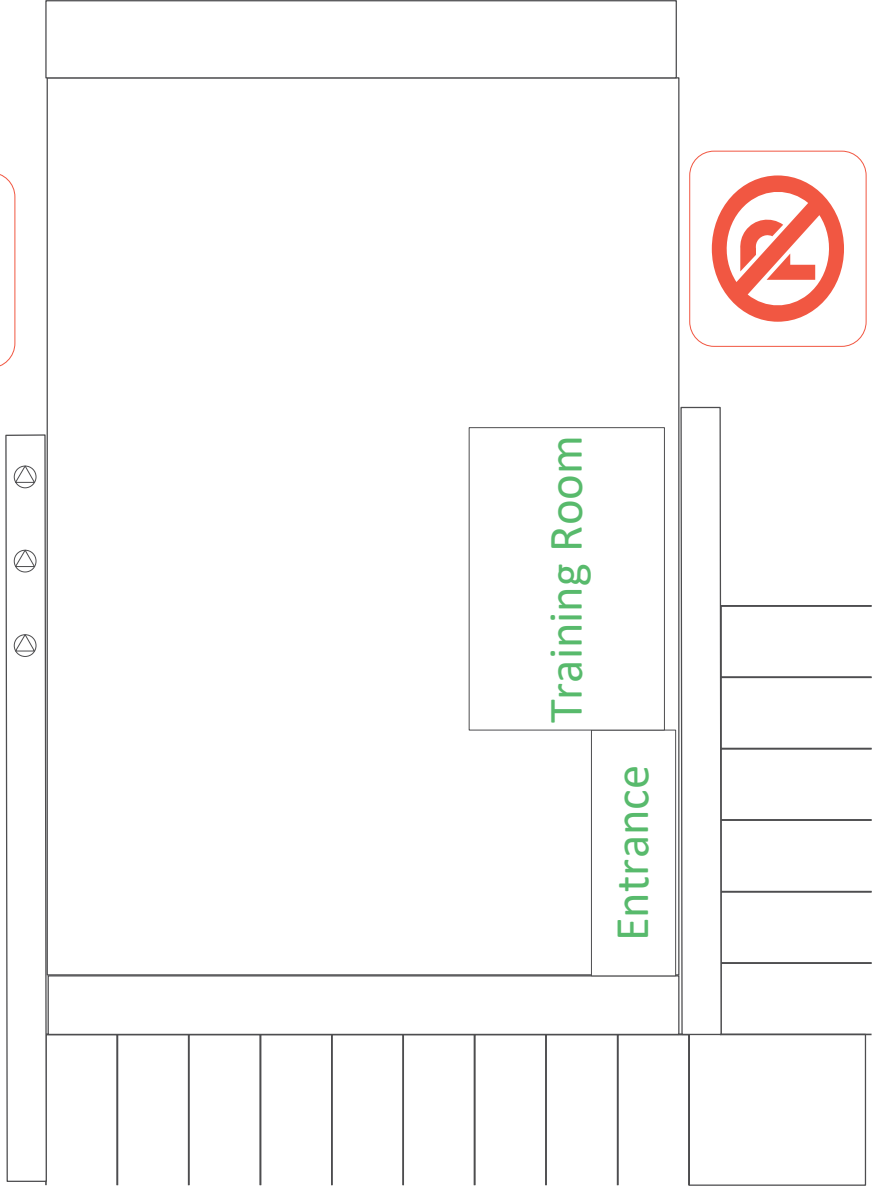
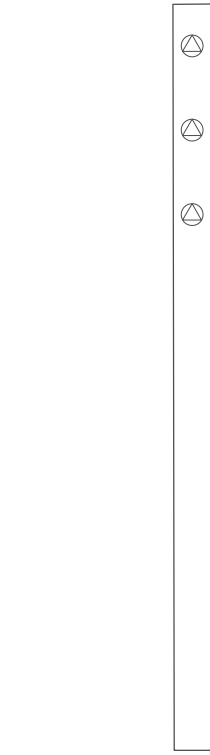
ColPac Board Roster

CET Employee Sharing Agreement

FEMA Bi-Op Comment Letter-Final



Hornshuh Creek Fire Station



Overflow  
Parking

Park in Designated  
Spots Only





## Col-Pac EDD /NOEA Combined Board Meeting

March 9, 2023

Hybrid (In Person & Virtual) Meeting



The following members attended the meeting:

Rosemary Baker-Monahan—ColPac/Clatsop CC	Melanie Olson—Business Oregon
Henry Balensifer—ColPac/City of Warrenton	Madelyn Orton—City of Tillamook
Michele Bradley—ColPac/Port of Tillamook Bay	Jennifer Purcell—HECC
Ayreann Colombo—ColPac EDD	Peter Roscoe—ColPac
Heather DeSart—ColPac/NW Oregon Works	Erin Skaar—ColPac/Tillamook County
Brian Fawcett—ColPac/Port of CC	Frank Spence—ColPac/Port of Astoria
Melyssa Graeper—DEQ	Scott Spence—City of Astoria
Sarah Lu Heath—ColPac EDD	Kerry Thomas—HECC
Juliet Hyams—ColPac EDD	Lianne Thompson—ColPac/Clatsop County
Tony Hyde—ColPac	John Walsh—ColPac/City of St Helens
Lydia Ivanovic—ColPac EDD	Liane Welch—ColPac/City of Bay City
Sen. Betsy Johnson	Kristen Wilkins—Clatsop CC
Scott Jorgenson—ColPac/City of Rainier	Jerry Willey—ColPac/Washington County
Marsha Kirk—ColPac/City of Banks	Jeff Wong—ColPac
Kevin Leahy—CEDR	Steve Wright—ColPac/City of Seaside
Calvin LeSueur—ColPac EDD	Kim Zufelt—U.S. Job Corps

### AGENDA ITEM-1 Welcome and Introductions

#### AGENDA ITEM-2 NOEA Business

- January 12 2023 Meeting Minutes—Approved with no objections. (HD/SW)
- February 2023—Financials were accepted with no objections. (KL/LW)
- Staff updated members that NOEA submitted a Department of Energy Community Energy Resilience grant application in partnership with Fort George Brewery. Executive leadership approved the submission via consensus on January 30, 2023. The grant was submitted on February 15.

#### AGENDA ITEM-3 Col-Pac Business

- January 12 2023 Meeting Minutes—Approved with no objections. (HD/SW)
- January & February 2023 Financial Statements – Accepted with no objections. (ES/TH)
- Board approved staff to move forward with Jensen Strategies for Executive Director recruitment. A hiring committee was established with members: Michele Bradley, Kevin Leahy, Heather DeSart, Tony Hyde, Melanie Olson and the Executive Committee members. (Consensus)
- Board approved updated Personnel Policy Manual as presented in January with updates as suggested by the Board to the Paid Leave Policy. (ES/TH)
- The Columbia Economic Team Employee Sharing Agreement needs to be renewed and is under legal review. Moved to May agenda.



AGENDA ITEM-4 Other Business/Project Updates



- [Presentation from Kristen Wilkins](#), Clatsop CC regarding MERTS program.
- [Presentation from Kim Zufelt](#), Tongue Point Job Corps regarding programming.
- [Presentation from Jennifer Purcell](#), HECC regarding Future Ready applications. Visit the HECC's website for more information about [Future Ready Oregon](#). For information about early implementation, including lists and descriptions of Future Ready Oregon investments, please see the [Future Ready Oregon Year One Report](#). [Sign up](#) to receive updates, newsletters, public meeting notices, etc.
- [Presentation from Heather DeSart](#), NW Oregon Works. *Was not presented to due time constraints.*

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Lianne Thompson, ColPac Board President

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Lianne Thompson, NOEA Board Chair

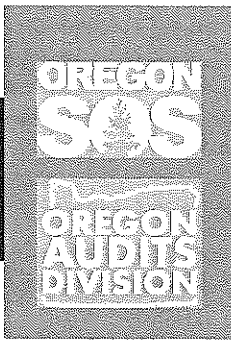
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Recorded: Ayreann Colombo, Executive Director



**NW Oregon Economic Alliance**  
Financial Statement  
FY 2022-23

April 2023				
	Budget	Received	Disbursed	FY Balance
Loan Fund Beginning Balance	37,566			37,935
<b>Contracts</b>				
ODOT NWACT Administration FY22-23	26,550	13,531	0	18,272
<b>Revenue</b>				
Interest Earned	250	753	0	753
<b>Expenses</b>				
Oregon Ethics Commission	(50)	0	0	(44)
Liability Bond	(320)	0	0	(320)
Audit Filing Fee	(20)	0	(20)	(20)
Bank Fees	0	0	0	0
		14,284	(20)	14,264
<b>Current Balance</b>				<b>37,935</b>



Shemia Fagan Secretary of State  
Cheryl Myers Deputy Secretary of State, Tribal Liaison  
Kip Memmott Audits Director

April 20, 2023

Board of Directors  
Northwest Oregon Economic Alliance  
PO Box 1535  
St Helens, Oregon 97051

We have performed a review of Northwest Oregon Economic Alliance's Report in Lieu of Audit (report) for fiscal year July 1, 2021, to June 30, 2022. The review was performed in accordance with the requirements of Municipal Audit Law (ORS 297.465) and disclosed the following matters we wish to bring to your attention:

1. The report was not received until January 26, 2023. To remain exempt from audit requirements, Municipal Audit Law (ORS 297.435(2)(b)) requires local governments to file reports within 90 days from the close of its fiscal year. Please ensure future reports are filed timely.
2. The name(s) or position(s) of the persons covered by the fidelity bond are not included. For example, if all volunteers of the district are covered, please note on the report "all volunteers" to clarify the required information. If only certain persons or positions are covered, please specify that information.

An amended report is not required. We appreciate your efforts in fulfilling the requirements of Municipal Audit Law. If you have questions or concerns, please contact Dacia Smith at (971) 701-3975 or [dacia.smith@sos.oregon.gov](mailto:dacia.smith@sos.oregon.gov).

Regards,

Amy John, CPA  
Audit Manager



**REGIONAL BOARD**  
January 2023

<b>Clatsop County</b>	<b>Tillamook County</b>
Lianne Thompson <a href="mailto:liompson@co.clatsop.or.us">liompson@co.clatsop.or.us</a> Clatsop County Board of Commissioners 503/436-9013	Erin Skaar <a href="mailto:eskaar@co.tillamook.or.us">eskaar@co.tillamook.or.us</a> Tillamook County Board of Commissioners 503/842-3403
Frank Spence <a href="mailto:fspence@portofastoria.com">fspence@portofastoria.com</a> Port of Astoria Commission 503/741-3300	
Sean Fitzpatrick <a href="mailto:sfitzpatrick@astoria.or.us">sfitzpatrick@astoria.or.us</a> Astoria City Council 503/325-5824	
Alt: Kevin Leahy <a href="mailto:k Leahy@clatsopcc.edu">k Leahy@clatsopcc.edu</a> Clatsop Economic Development Resources (CEDR) 503/338-2402	Alt:
<b>Columbia County</b>	<b>NOEA Staff</b>
Casey Garrett <a href="mailto:casey.garrett@columbiacountyor.gov">casey.garrett@columbiacountyor.gov</a> Columbia County Commission 503/397-4322	Ayreann Colombo <a href="mailto:acolombo@nworegon.org">acolombo@nworegon.org</a> NW Oregon Economic Alliance 503/397-3099
Tony Hyde <a href="mailto:anthony.c.hyde@gmail.com">anthony.c.hyde@gmail.com</a> Clatskanie, OR 503/312-4456	
John Walsh <a href="mailto:jwalsh@sthelensoregon.gov">jwalsh@sthelensoregon.gov</a> St Helens City Council 503/366-8211	<b>Business Oregon Development Officer</b> Melanie Olson <a href="mailto:melanie.olson@biz.oregon.gov">melanie.olson@biz.oregon.gov</a> 503/801-7155
Alt: Paul Vogel <a href="mailto:paulvogel@columbiacountyoregon.com">paulvogel@columbiacountyoregon.com</a> Columbia County Team 503/805-5139	

**Officers:** Lianne Thompson, Chair  
Casey Garrett, Vice-Chair  
Erin Skaar, Secretary Treasurer

**FY 2022-23 FINANCIAL STATEMENT**  
**MAR - APR 2023**  
**GENERAL FUND**

	FY 2022-23 Approved Budget			Mar-Apr 2023			FY YTD
	Receive	Disburse	Balance	Receive	Disburse	Balance	Balance
<b>Opening Balance</b>			<b>242,087</b>				<b>394,910</b>
<b>Programs</b>							
Grant Mgmt/Admin	95,000	10,000	91,000	13,983	1,960	12,022	30,532
Food Systems	286,607	239,498	47,109	0	44,118	(44,118)	(28,137)
NWOTA	25,000	0	25,000	4,172	124	4,048	16,296
NOEA/NWACT	26,500	0	26,500	0	100	(100)	5,680
Special Projects	7,000	0	7,000	0	0	0	19,011
TFFF Value Chain	0	15,000	(15,000)	0	947	(947)	(1,695)
Innovation Programs	100,000	60,000	40,000	40,000	208	39,792	36,422
Regional Broadband	0	0	0	0	16,000	(16,000)	(28,000)
Rural Capacity/Grants	121,432	60,000	61,432	44,124	1,064	43,060	100,098
Financing/Loans Mgmt	155,000	0	155,000	50,000	38	49,963	48,800
Clatsop Childcare Program	300,000	294,000	6,000	112	8,618	(8,506)	(111,978)
<b>General Fund Revenues</b>							
EDA Partnership Planning	75,000	0	75,000	18,750	0	18,750	56,250
Membership Dues	18,750	0	18,750	1,250	0	1,250	15,000
Interest Income	100	0	100	109	0	109	672
CET Shared Expenses	250,000	245,000	5,000	61,507	63,108	(1,601)	1,704
<b>Programs &amp; Revenues Total</b>	<b>1,160,389</b>	<b>629,498</b>	<b>530,891</b>	<b>234,005</b>	<b>136,284</b>	<b>97,721</b>	<b>246,370</b>
<b>General Fund Expenses</b>							
Payroll & Employee Expenses	0	431,968	(431,968)	0	68,970	(68,970)	(237,118)
Contract & Professional Services	0	15,000	(15,000)	0	1,399	(1,399)	(8,089)
Operational Expenses	0	35,000	(35,000)	0	8,242	(8,242)	(21,860)
<b>Expenses Total</b>	<b>0</b>	<b>481,968</b>	<b>(481,968)</b>	<b>0</b>	<b>78,611</b>	<b>(78,611)</b>	<b>(267,067)</b>
<b>Ending Balance</b>	<b>1,160,389</b>	<b>1,111,466</b>	<b>291,010</b>	<b>234,005</b>	<b>214,895</b>	<b>19,110</b>	<b>374,213</b>

**GENERAL FUND ACCOUNTS SUMMARY**

<u>A/R Aging Summary</u>		<u>A/P Aging Summary</u>
61,402	1-30 days	29,279
0	31-60 days	0
9,499	61-90 days	0
<b>70,901</b>	<b>Total</b>	<b>29,279</b>
<u>Bank Balance as of April 30 2023</u>		
\$365,694		



**FY2022-23 FINANCIAL STATEMENT**  
**MAR - APR 2023**  
**LOAN FUNDS**

**USDA Loan Funds**

	<b>FY 2022-23 Approved Budget</b>	<b>Mar - Apr 2023</b>	<b>FY YTD Balance</b>
<b>Opening Balance</b>	<b>399,118</b>		<b>399,118</b>
<b>Revenue</b>			
Loan Applications & Fees	2,500	-	-
Interest Earned	15,900	223	4,001
<b>Sub Total New Revenue</b>	<b>18,400</b>	<b>223</b>	<b>4,001</b>
Principal Payments	170,000	16,183	39,290
<b>Total Revenue</b>	<b>587,518</b>	<b>16,407</b>	<b>43,292</b>
<b>Expenses</b>			
Audit & Tax Preparation	6,000	-	-
Operations	2,500	1,995	3,164
Payroll	2,500	1,995	1,995
<b>Sub Total Expense</b>	<b>11,000</b>	<b>3,990</b>	<b>3,990</b>
New Loans	250,000	-	-
<b>Total Expenses</b>	<b>261,000</b>	<b>3,990</b>	<b>3,990</b>
<b>Ending Balance</b>	<b>326,518</b>	<b>12,417</b>	<b>438,419</b>

**EPA Brownfield Revolving Loan Fund**

<b>ColPac EDD EPA RLF Budget</b>	<b>FY 2022-23 Draft Budget</b>	<b>Mar - Apr 2023</b>	<b>FY YTD Balance</b>
Opening Balance	-		-
<b>Revenue</b>			
EPA Grant	1,000,000	-	50,000
Loan Applications & Fees	1,500	-	-
Interest Earned	-	-	1
<b>Sub Total New Revenue</b>	<b>1,001,500</b>	<b>-</b>	<b>50,001</b>
Principal Payments	-	-	-
<b>Total Revenue</b>	<b>1,001,500</b>	<b>-</b>	<b>50,001</b>
<b>Expenditures</b>			
Audit & Tax Preparation	6,500	-	-
Professional Services	-	-	-
Marketing	2,500	-	-
Operations	1,250	-	-
<b>Sub Total Expense</b>	<b>10,250</b>		-
New Loans/Grants	-		-
<b>Total Expenses</b>	<b>10,250</b>	<b>-</b>	<b>-</b>
<b>Ending Balance</b>	<b>991,250</b>	<b>-</b>	<b>50,001</b>

## Columbia Pacific Economic Development District 2023 Board of Directors

Positions	Name	Alternate	Term Ending	
			2023	2024
Clatsop County	Lianne Thompson	Don Bohn		X
Columbia County	Casey Garrett			X
Tillamook County	Erin Skaar	Mary Faith Bell	X	
Western Washington Co	Jerry Willey	Matt Craigie	X	
Clatsop County City	Andy Davis—City of Astoria	Henry Balensifer—Warrenton		X
Clatsop County City	Steve Wright—Seaside	Bruce St. Denis--Cannon Beach	X	
Columbia County City	John Walsh—St Helens	Alexandra Rains—Scappoose		X
Columbia County City	Scott Jorgensen—Rainier	Clatskanie/Rainier	X	
Tillamook County City	Liane Welch - Bay City	Manzanita		X
Tillamook County City	Nathan George—Tillamook	Garibaldi	X	
West Washington Co City	Peter Brandom—Cornelius	Forest Grove		X
West Washington Co City	Marsha Kirk—Banks	Andy Varner—North Plains	X	
Port of Astoria	Frank Spence	Will Isom	X	
Port of Columbia County	Brian Fawcett			X
Port(s) in Tillamook	Sierra Lauder-POTB	Michele Bradley—POTB	X	
Clatsop Private Sector	Peter Roscoe		X	
Columbia Private Sector	Tony Hyde	Paul Philpott		X
Tillamook Private Sector			X	
Western WA Private Sector			X	
Private Sector	Jeff Wong		X	
Workforce	Heather DeSart		X	
Higher Ed-Clatsop CC	Chris Breitmeyer/Rosemary Baker-Monaghan	Kevin Leahy	X	
Higher Ed-Tillamook Bay	Ross Tomlin	Heidi Luquette		X
Higher Ed—Portland CC	Patty Hawkins	Alfredo Moreno	X	

### 2023 Officers

President	Lianne Thompson
Vice-President	Casey Garrett
Secretary-Treasurer	Erin Skaar
At-Large	Jerry Willey

**EMPLOYEE SHARING AGREEMENT  
BY AND BETWEEN  
COLUMBIA-PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON, INC.  
AND  
THE COLUMBIA ECONOMIC TEAM**

This Employee Sharing Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COLUMBIA ECONOMIC TEAM, an Oregon mutual benefit non-profit corporation (hereinafter "CET"), and COLUMBIA-PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON, INC., an Oregon mutual benefit non-profit corporation (hereinafter "ColPac").

**RECITALS**

- A. ColPac is a private non-profit corporation formed as a 501(c)(3) organization established to assist in diversifying and strengthening the economy and livability of Northwest Oregon including Columbia County.
- B. CET is a non-profit corporation formed as a 501(c)(6) organization with the mission to deliver business-driven economic development services to retain, grow, and create Columbia County businesses and employment.
- C. ColPac and CET wish to enter into an agreement for the purpose of establishing and supporting a system to deliver economic development services to both ColPac and CET and to enter into an agreement to share the costs of said system.
- D. CET seeks the services of employees in order to further its goals of coordinating delivery of professional economic development services and providing leadership to create a climate in which existing business can thrive and diverse new investments are attracted.
- E. ColPac will employ a CET employees (the "Employees") and is willing to loan the Employees to CET pursuant to the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. CET Agrees:
  - A. CET agrees to reimburse ColPac for one hundred percent (100%) of the regular wages, benefits and expenses paid by ColPac to the Employees for work performed while the Employees are assigned to work for CET. For the purposes of this Agreement, "benefits" are workers' compensation, sick leave, vacation pay, holidays, and any other benefits as they may be added. "Expenses" may include mileage and other travel costs, conference registration, long distance, postage, cell phone, and incidental supplies.
  - B. CET agrees to submit reimbursement for salary, benefits, and expenses within 30 days of receiving a monthly invoice from the ColPac.
  - C. CET agrees that, while the Employees will provide services to ColPac and CET

alike, the Employee will be an employee of ColPac and subject to all ColPac rules, regulations, policies, and collective bargaining agreements, if any. CET agrees to respect those rules and agreements and to comply with all relevant Federal and State employment laws, rules and regulations. CET agrees that ColPac may terminate any employees who do not follow ColPac's rules, regulations, policies and/or agreements, or who do not meet ColPac's minimum hiring criteria. This will be done in consultation and resolution with CET staff and Board engagement.

D. CET agrees to work with ColPac to develop a mutually agreeable mechanism for the CET to express any concerns regarding the Employees loaned under this Agreement and to maintain the confidentiality of personnel issues encountered.

E. CET agrees to provide ColPac with an annual performance evaluation and recommendation on merit-based salary adjustments the Employees.

F. CET agrees that the salary and benefits provided for the Employees loaned pursuant to this Agreement will be established and increased/decreased within the confines of the ColPac's compensation plan.

G. CET acknowledges and agrees that ColPac is loaning the services of the Employees only, and that no other services are being offered to support the operation of CET, unless specifically set forth herein.

H. To the extent CET hires any employees who would not otherwise be covered under ColPac's general liability and business auto insurance policies, CET shall procure general liability and business auto insurance policies which shall provide coverage for such employees at limits equal to ColPac's general liability and business auto insurance policies.

2. ColPac agrees:

A. Except as provided below, ColPac agrees to loan Employees to CET. ColPac further agrees to provide all workers' compensation insurance coverage, unemployment insurance coverage, wages, social security taxes and any other administrative support and provision of benefits as set forth in paragraph 1(a), directly related to the employment of the Employees.

B. ColPac agrees to cooperate with CET in the coordination of the work to be performed by the Employees and acknowledges that CET shall be entitled to assign Employees such job duties, responsibilities and assignments as it may see fit. ColPac agrees to consider any recommendations from CET regarding discipline or termination, but the Employee shall remain subject to the final employment supervisory control of ColPac. ColPac reserves the right to employ at will. This means that employment can be terminated, with or without cause, and with or without notice, at any time, at the option of ColPac or at the option of the employee.

C. ColPac agrees to provide office space for Employees and to provide reasonable office supplies and equipment as a contribution to CET.

D. ColPac agrees to consider CET's annual performance evaluation and recommendation regarding merit-based salary adjustments in accordance with ColPac's established compensation plan.

E. In addition, ColPac may provide administrative support and accounting services

for CET on a documented fee for service basis.

3. Effective Date and Duration.

This Agreement shall be effective on the date last signed, below. This Agreement shall expire two years from the effective date, unless otherwise extended, in writing, by the parties hereto.

4. Amendment.

This Agreement may be amended by written agreement of both parties..

5. Termination.

Either party may terminate participation in the Agreement at any time following fifteen (15) days written notice of intent to terminate to the other party. Any remaining reimbursements owed ColPac will be paid within 30 days of termination.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to it conflicts of laws principles. Any claim, action, suit or proceeding that arises from or relates to this contract shall be brought and conducted exclusively within the Circuit Court of Columbia County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

7. Survival.

The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

8. Force Majeure.

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this contract.

9. Indemnification.

A. CET shall hold harmless, indemnify, and defend ColPac, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the services provided by the Employee to CET, except for liability arising out of the sole negligence of ColPac and its officers, agents or employees, with the exception of the Employee.

B. ColPac shall hold harmless, indemnify, and defend CET, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal

ever takes place) that may be asserted by any person or entity arising from, during or in connection with the services provided by ColPac to CET, except for liability arising out of the sole negligence of CET and its officers, agents or employees.

10. Third Party Beneficiaries.

ColPac and CET are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

11. Not a Joint Venture.

The parties are not engaged in a joint venture. CET's use of ColPac employees to perform work for CET shall not be construed to create a joint venture.

12. Confidentiality

Each party hereto agrees that it will not allow Employees to use or disclose any non-public confidential information belonging to either party except as is necessary to perform Employees' job duties.

13. Successors in Interest.

The terms of this Agreement shall be binding upon the successors and assigns of each party hereto. However, neither party may assign this Agreement without the written consent of the other party.

14. Notice.

All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail should be addressed as follows:

County: Columbia-Pacific Economic Development District of Oregon, Inc.  
Attn: Chair  
P.O. Box 1535  
St Helens, Oregon 97051  
503-397-3099

CET: Columbia Economic Team  
Attn: Chair  
P.O. Box 1653  
St. Helens, Oregon 97051  
503-410-1061

Notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

15. Resolution of Conflicts of Interest.

If either party feels that the actions taken by the Employees on behalf of ColPac or CET would create a conflict or perception of conflict with the other party, then the parties agree to meet to attempt to reach consensus as to a mutually acceptable resolution. Prior to the institution of any litigation arising out of this Agreement, the parties agree to mediate any such dispute in good faith.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COLUMBIA ECONOMIC TEAM

COLUMBIA-PACIFIC ECONOMIC  
DEVELOPMENT DISTRICT OF OREGON, INC.

By: \_\_\_\_\_  
Anthony Hyde, Chair

By: \_\_\_\_\_  
Lianne Thompson, Chair

#### Board of Directors

Lianne Thompson  
Clatsop County

Casey Garrett  
Columbia County

Erin Skaar  
Tillamook County

Jerry Willey  
Washington County

Sean Fitzpatrick  
City of Astoria

Steve Wright  
City of Seaside

John Walsh  
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Nathan George  
City of Tillamook

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Marsha Kirk  
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Port of Astoria

Brian Fawcett  
Port of Columbia County

Sierra Lauder  
Port of Tillamook Bay

Peter Roscoe  
Clatsop County Private Sector

Tony Hyde  
Columbia County Private Sector

Jeff Wong  
Tillamook County Private Sector

Heather DeSart  
Northwest Oregon Works

Chris Breitmeyer/Rosemary Baker  
Monaghan  
Clatsop Community College

Ross Tomlin  
Tillamook Bay Community College

Patty Hawkins  
Portland Community College

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May 4, 2023

Ms. Science Kilner  
Regional Environmental Officer  
FEMA Region 10  
130 228<sup>th</sup> Street SW  
Bothell, WA 98021  
[FEMA-R10-ESAccomments@fema.dhs.gov](mailto:FEMA-R10-ESAccomments@fema.dhs.gov)

#### **Re: Scoping Comment regarding FEMA Docket 2023-0007 FEMA's EIS regarding FEMA's Plan for NFIP-ESA Integration in Oregon**

Dear Ms. Kilner:

Thank you for the opportunity to review and comment on the above-referenced item. I am writing on behalf of the Columbia Pacific Economic Development District of Oregon to provide comments regarding the scope of FEMA's environmental review of its plan for NFIP-ESA Integration in Oregon. Columbia Pacific Economic Development District of Oregon is an Economic Development Administration designated District serving Columbia, Clatsop, Tillamook and western Washington Counties with a Board of Directors represented by county and city leaders throughout our region.

1. Our most significant concern is with the many instances of ambiguity and/or inconsistency within the proposed Environmental Impact Statement (EIS) for the implementation of the plan for National Flood Insurance Program (NFIP) – Endangered Species Act (ESA) Integration in Oregon.
  - Due to the plan's gaps and ambiguities, our region cannot effectively comment on the plan or fully understand its implications.
  - Secondly, the way in which ambiguity and inconsistency has unfolded in the past under similar Plans has led to uncertainty and constantly shifting goal posts, legal battles and loss of opportunity, the costs of which are primarily borne at the local level through reduction in local capacity to govern, slowed or lack of development, job loss, reduced educational quality and/or opportunity.<sup>1</sup>

Ambiguity does not help achieve the goals of protecting habitat or improving environmental conditions. Please ensure that ambiguity and inconsistency do not unnecessarily increase costs.

2. Infrastructure in our region is in desperate need of investment. Most communities are in the process of planning improvements to their water and wastewater systems, which in many cases have not been upgraded in forty to fifty years and are outdated and inefficient. It is important that the EIS consider the importance of these systems to communities, individuals and businesses and that the



Implementation Plan make allowance for infrastructure projects, particularly water and sewer system upgrades and maintenance, that will allow local communities to continue to improve efficiency as well as enable them to be part of solutions within the Plan. Due to the fragility and maintenance burden of infrastructure systems, many communities could be paralyzed at any time by a failure or oversight. Federal funding has been and is wholly inadequate and excludes the needs of many areas. In addition, communities should have the time and resources to work with experts to find ways to implement better solutions that may arise due to new technological developments. Only thriving individuals, businesses and communities can be effective partners in this Plan.

3. Our region cares deeply about our waterways and forests and their inhabitants. Despite often facing challenges in lacking adequate skill and financial resources within our rural region, communities, public agencies, individuals and businesses have persistently adjusted activities, perspectives and approaches to better serve our environment. Oregon has continually evolved its practices to achieve best practices and sometimes set best practices in industries that impact our environment. Allow us to be part of the solution. As part of the EIS, please consider engaging with us by giving us time and resources to help solve these problems. We live here, we know these places, we care deeply about its sustainability and health.
4. Consider that environmental regulations have a thirty-year tradition of setting economic and social activities against environmental restoration and protection. Jobs versus environment or jobs versus wildlife is not a proper frame to confront longstanding issues that may not have been properly addressed or understood in the past. We ask that the EIS as well as the implementation of this Plan not start from the assumption that jobs and development are the antithesis of the goals FEMA is hoping to achieve and if done right, could serve to help accomplish the goals.

When we talk about jobs in our region, what we are really talking about is the ability of individuals to support themselves and their families and to support and be connected to their community. While we recognize that investments have too long depended on jobs as the sole determinant of impact and investments, we want to be a partner in setting an interdisciplinary standard of analyzing impacts that consider the value of place, interdependent and connected systems and how they all might support each other.

5. Amid a severe housing crisis in Oregon, the EIS should include an analysis of the impact of the Implementation Plan on increased development costs for local governments and developers. Every aspect of development will be more expensive, including new utility installation, road construction, ditch digging, maintenance and building expansion.
6. The EIS should consider the socioeconomic implications of the Implementation Plan on property owners in terms of drastically diminished property values. Our region has already confronted loss of generational wealth due to an economic transition from natural resources to tourism. For many property owners in our region, their land value is the last hope on which they depend to leverage their future activities.
7. Lastly, within your analysis consider ensuring that regulations at the local level that require interaction, involvement or direct oversight from FEMA or other Federal agencies have requirements for regulatory agency response time as well as adequate time to represent and engage with local interests that are affected.

During the last thirty years, the literature reviewing job loss and social and economic destruction due to environmental regulation has been well documented.<sup>2</sup> The implementation of other ESA goals in Oregon has resulted in the loss of up to 26 percent of jobs within certain industries. The implementation of this Plan has serious and widely impactful implications that have the potential to undermine social and economic activity for most Oregon counties.

Please add my name to the list of commenters and ensure that I receive notice of all future actions related to FEMA's preparation of this EIS and related to any efforts by FEMA related to NFIP-ESA integration in Oregon.

Sincerely,



Lianne Thompson  
President

cc:

U.S. Senator Ron Wyden

U.S. Senator Jeff Merkley

U.S. Representative Suzanne Bonamici

Governor Tina Kotek

State Senator Suzanne Weber

State Representative Cyrus Javadi

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<sup>1</sup> Souder, Jon A. (1993). Chasing Armadillos Down Yellow Lines: Economics in the Endangered Species Act, *Natural Resources Journal*. 33(4). <https://digitalrepository.unm.edu/nrj/vol33/iss4/9>.

<sup>2</sup> To list a few:

Freudenburg, William R. et al. (1998). Forty Years of Spotted Owls? A Longitudinal Analysis of Logging Industry Job Losses. *Sociological Perspectives* 41(1), 1-26.

Ferris, Ann E. (2017). Environmental Regulation and Labor Demand: The Northern Spotted Owl. U.S. Environmental Protection Agency *National Center for Environmental Economics*, Working Paper 17-05. <https://www.epa.gov/environmental-economics/environmental-regulation-and-labor-demand-northern-spotted-owl>.

Ferris, Ann E & Frank, Eyal G. (2021). Labor market impacts of land protection: The Northern Spotted Owl. *Journal of Environmental Economics and Management*. 109(102480). <https://doi.org/10.1016/j.jeem.2021.102480>.