

<p align="center">U.S. ARMY CORPS OF ENGINEERS INTERAGENCY/SUPPORT AGREEMENT (ER 1140-1-211)</p>		1. AGREEMENT NO. W9127N-17-2-0001-0001	
		2. <input type="checkbox"/> INITIAL AGREEMENT <input checked="" type="checkbox"/> AMENDMENT NO. P00005	
3. PROJECT TITLE Lower Columbia River Channel Maintenance Plan National Environmental Policy Act Environmental Impact Statement		4. EFFECTIVE DATE	
		5. COMPLETION DATE 2023-12-31	
6. NAME AND ADDRESS OF USACE ORGANIZATION US Army Corps of Engineers Portland District 333 S.W. First Ave. Portland, OR 97204		7. NAME AND ADDRESS OF OTHER AGENCY Port of Longview 10 International Way Longview, WA 98632	
8. SCOPE OF WORK <i>(Additional pages may be used as needed)</i>			
<p>Background from initial support agreement signed on 13 July 2017: The U.S. Army Corps of Engineers, Portland District (NWP) is developing a dredged material management plan (DMMP) called "Lower Columbia River Channel Maintenance Plan". This DMMP will replace the existing DMMP. A joint environmental review process for the Plan will comply with the National Environmental Policy Act (NEPA) and Washington State Environmental Policy Act (SEPA). The Port of Longview will complete SEPA compliance for the Plan. SEPA compliance is the responsibility of the project non-federal sponsors and therefore NWP will not reimburse the Port for any work related solely to SEPA compliance. The Port of Longview will support NWP by also performing specific tasks that include NEPA compliance for the Plan as part of the joint environmental review process and NWP will reimburse the Port for the effort associated with NEPA compliance which is a federal responsibility. The Port will contract this work.</p> <p>AMENDMENT adjusts the level of effort required to accomplish previously identified tasks and adds a task needed during the period of performance (POP) in order to meet the current project schedule. The POP is extended through 2025. See attached contract Amended Scope of Work, which is incorporated herein and made a part of this support agreement, for more information on joint NEPA-SEPA tasks and federal reimbursement of NEPA tasks:</p> <ul style="list-style-type: none"> • Task 2: Project Website Development/SharePoint Site *amended task* • Task 3: Comment Tracking and Response Matrix *amended task* • Task 6: Draft EIS development *amended task* • Task 8: Draft EIS Public Meetings *amended task* • Task 9: Comment Responses on Draft EIS *amended task* • Task 10: Final EIS Development *amended task* <p>Reference: Memorandum of Agreement signed on 21 June 2021 between NWP and Port of Longview, regarding their 2017 agreement pertaining to Operation and Maintenance of Dredged Material Disposal Facilities for the Columbia River Portion of the Columbia and Lower Willamette Rivers Federal Navigation Channel, Oregon and Washington.</p>			
9. SPECIAL PROVISIONS <i>(Additional pages may be used as needed)</i>			
<p>a. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.</p> <p>b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.</p> <p>c. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.</p>			
10. USACE PROJECT OFFICER Daniel Robledo daniel.j.robledo@usace.army.mil		TELEPHONE (503)808-4767	11. OTHER AGENCY PROJECT OFFICER Lisa Hendriksen Lhendricksen@portoflongview.com
			TELEPHONE (360)425-3305
ADDRESS US Anny Corps of Engineers, Portland District 333 S.W. First Ave. Portland, OR 97204		ADDRESS Port of Longview 10 International Way, Longview, WA 98632	

12. REPORTS (Requirements and Frequency)

Add the following deliverables:

- Draft and final comment tracking and response matrix for public comments on the Draft EIS
- Task 6: Draft EIS Development
- Tracked changes comments on Draft EIS chapters (two review cycles)
- Task 15: Project Management 2022
- Monthly invoices and progress reports
- Task 16: Project Management 2023
- Monthly invoices and progress reports
- Task 17: Document Production
- Clean files for publication

13. FUNDS (Page(s) with cost breakdown may be attached as necessary)

SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
a. USACE AMOUNT	\$441,069.33	\$587,956.58	\$1,029,025.91
b. OTHER AGENCY AMOUNT			
c. TOTAL PROJECT COST	\$441,069.33	\$587,956.58	\$1,029,025.91

14. FUNDING

Funds will be provided by:

- a. Transfer Appropriation (SF 1151, Now-Expenditure Transfer Authorization)
- Reimbursable Order (31 USC 1535 - Economy Act)
- Other (describe) Reimbursable Order under: the Flood Control Acts of 1968 and 1970; Water Resources Development Act of 1999; and Consolidated Appropriations Act of 2004.
- b. Appropriation: 96X31230000 Civil Works

15. BILLING

- a. Request for payment will be made by: SF 1080 SF 1081 Other (describe) SF-270, "Request for Advance or Reimbursement" voucher. Email a single PDF document formatted Letter (8 1/2" x 11 ") with the SF-270 as the FIRST page followed by all required supporting documentation of reimbursable incurred costs.
- b. Frequency Monthly Quarterly Upon work completion Other (describe)
- c. Request for payment will cite the following accounting information (describe necessary documentation):
- d. Submit to:
Email voucher document to NWP.CA.Invoicing@usace.army.mil and daniel.j.robledo@usace.army.mil.
The Subject line of the email must reference "W9127N-17-2-0001-0001".

16. AUTHORITY

Water Resources Development Act 33 U.S.C. § 2211 and Flood Control Act 42 U.S.C. § 1962d-5b

17. APPROVALS

a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE MICHAEL D. HELTON, COL, EN, CDR Portland District	SIGNATURE HELTON.MICHAEL.D ON.1131216021  Digitally signed by HELTON MICHAEL.D ON.1131216021 Date: 2023.06.30 07:08:50 -0700	DATE 2023-06-30
b. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR OTHER AGENCY Dan Stahl, Chief Executive Officer Port of Longview	SIGNATURE 	DATE 11 July 2023

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> W9127N-17-2-0001-0001	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYYYMMDD) 20230510	4. EXPIRATION DATE <i>(May be "Indefinite")</i> 20250930
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS Port of Longview Lisa Hendriksen 10 Port Way, Longview, WA 98632 (360) 425-3305		a. NAME AND ADDRESS US Army Corps of Engineers, Portland District Daniel Robledo 333 S.W. First Ave. Portland, OR 97204 (503) 808-4980	
b. MAJOR COMMAND		b. MAJOR COMMAND	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
Port of Longview will provide support under Contract W9127N-17-2-0001-0001 for the Lower Columbia River Channel Maintenance Plan National Environmental Policy Act Environmental Impact Statement.		Reimbursable Order under: the Flood Control Acts of 1968 and 1970; Water Resources Development Act of 1999; and Consolidated Appropriations Act of 2004. Task Order 16 CY23 COL RVRDMMP 96X 3123 0000 Civil Works	\$396,740.64
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE		a. COMPTROLLER SIGNATURE	b. DATE SIGNED 26-JUN-2023
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) TYPED NAME Dan Stahl, CEO		(1) TYPED NAME Michael D. Helton, District Commander, Portland District	
(2) ORGANIZATION Port of Longview	(3) TELEPHONE NUMBER (360) 425-3305	(2) ORGANIZATION USACE, Portland District	(3) TELEPHONE NUMBER (503) 808-4980
(4) SIGNATURE  C64CE79AA1C64D7...		(5) DATE SIGNED 5/24/2023	(4) SIGNATURE
(5) DATE SIGNED 30 JUN 23			
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED	c. APPROVING AUTHORITY SIGNATURE
			d. DATE SIGNED

11. GENERAL PROVISIONS *(Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)*

- a. The receiving components will provide the supplying component projections of requested support. *(Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)*
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of USACE, Portland District prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to:
Email voucher document to daniel.j.robledo@usace.army.mil, subject line reference "W9127N-I7-2-0001-000 I".
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS *(As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)*

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*