



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, March 28, 2018  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

---

### **CALL TO ORDER/FLAG SALUTE**

### **MINUTES:**

Minutes, March 21, 2018 Board meeting.  
Minutes, March 21, 2018 Work Session

### **VISITOR COMMENTS - 5 MINUTE LIMIT**

### **CONSENT AGENDA:**

- (A) Ratify the Select to Pay for the week of 03.26.18.
- (B) Ratify Partition Plat for Randy & Marie McGuire.
- (C) 2018 Liquor License Renewal for:
  - Yankton Store & Restaurant;
  - Warren County Inn
- (D) Appoint David Sprau (4 year term), Mike Pihl (3 year term), Tony Hyde (4 year term), Glen Crinklaw (3 year term), David Clark (2 year term), JJ Duehren( 2 year term) and Dale Latham (4 year term) to the CZ Trail Advisory Committee.

### **AGREEMENTS/CONTRACTS/AMENDMENTS:**

- (E) Master Intergovernmental Cooperative Purchasing Agreement with US Communities and authorize Jewelee Bell to sign.
- (F) Contract No. C4-2018 - Access Agreement between Columbia County and Oregon Department of Environmental Quality, to access 280 East Columbia River Highway, Clatskanie, OR 97016 and authorize Casey Garrett to sign.
- (G) Contract No. C5-2018 - Contract with JH Kelly for Construction of the Rainier Transit Center.
- (H) Ratify Agreement No. C6-2018 - Agreement with Columbia Care Center for Emergency Wheelchair Transportation and authorize Commissioner Heimuller to sign.

- (I) UASI Agreement between Columbia County and City of St. Helens, City of Scappoose, City of Columbia City, City of Rainier, City of Clatskanie, City of Vernonia, city of Prescott, Columbia River Fire & Rescue District, Scappoose RFPD, Vernonia RFPD, Mist-Birkenfeld RFPD, Clatskanie RFPD, and Columbia 911.

**DISCUSSION ITEMS:**

Public Road Event Permits for:

- Oregon Road Runner Club/Vernonia Marathon;
- Amani Center Race Against Child Abuse

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Fairfax County VA (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Cathy Muse

Authorized Signature, Lead Public Agency

Sept 9, 2015

Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Maricopa County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

**MARICOPA COUNTY, ARIZONA**

BY:   
CHAIRMAN, BOARD OF SUPERVISORS

OCT 16 2015  
DATE

**ATTESTED:**

**DEPUTY**

  
CLERK OF THE BOARD 100715

OCT 16 2015  
DATE

**APPROVED AS TO FORM:**

  
LEGAL COUNSEL

October 14, 2015  
DATE

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of North Carolina State University (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Sharon Loosman, Director of Materials Management  
Authorized Signature, Lead Public Agency

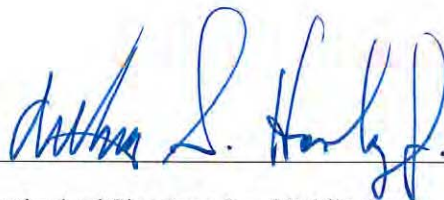
9/16/15

Date

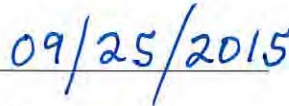
## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of San Diego Unified School District (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

A handwritten signature in blue ink, appearing to read "Arthur L. Hardy", written over a horizontal line.

Authorized Signature, Lead Public Agency

A handwritten date "09/25/2015" in blue ink, written over a horizontal line.

Date




## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City and County of Denver (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

  
Date



## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Mesquite (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

10/26/2015

Date

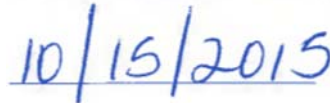
## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of The City of Kansas City, Missouri (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Date

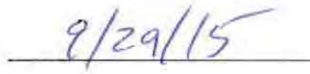
**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of County of Dane, Wisconsin (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Fresno Unified School District (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

9-25-15

Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Barron County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_

Authorized Signature, Lead Public Agency

9/28/15  
\_\_\_\_\_

Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Charlotte (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Karen Ewing

Authorized Signature, Lead Public Agency

9/1/2015

Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Cobb County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Joe Tommie  
Authorized Signature, Lead Public Agency

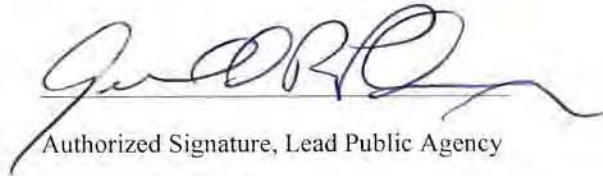
9/10/2015  
Date



## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of County of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

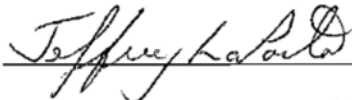
September 2, 2015

Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Authorized Signature, Lead Public Agency

8/28/15  
\_\_\_\_\_  
Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Chicago (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_

Authorized Signature, Lead Public Agency

1/6/15  
\_\_\_\_\_

Date

## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Port of Portland, Oregon (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Bobbi Matthews

Authorized Signature, Lead Public Agency

1/25/14

Date

## Lead Public Agency Certificate

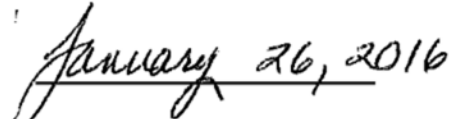
### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Miami Dade County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_

Authorized Signature, Lead Public Agency

  
\_\_\_\_\_

Date

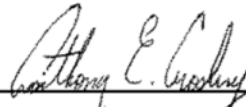


## Lead Public Agency Certificate

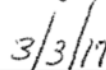
### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Prince William County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
Authorized Signature, Lead Public Agency



\_\_\_\_\_  
Date



**ACCESS AGREEMENT BETWEEN****COLUMBIA COUNTY****AND****OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY**

**FACILITY NAME:** Former Johnson Oil, Clatskanie, Oregon

**ADDRESS:** 280 East Columbia River Highway, Clatskanie, OR 97016

1. Columbia County (“Owner”) and the Oregon Department of Environmental Quality (“DEQ”) enter into this Access Agreement (“Agreement”) to facilitate the environmental investigation of, and the performance of removal or remedial actions (as those terms are defined in ORS 465.200 and implementing regulations) at the property located at 280 East Columbia River Highway in Clatskanie, Oregon (“Subject Property”) and property adjacent to or in the vicinity of the Subject Property”.
2. Owner gives permission, to the extent of its possessory interest in the Subject Property and premises and appurtenances at the Subject Property, to DEQ and its officers, agents, authorized representatives, employees, and contractors to enter the Subject Property for the purpose of carrying out actions authorized by ORS 465.200 through 465.992, in accordance with the terms of this Agreement.
3. DEQ’s actions at the Subject property may include:
  - A. Sampling, monitoring and inspecting air, soil vapor, surface water, groundwater, sediment, and/or soil;
  - B. Sampling and inspecting other materials suspected of containing a hazardous substance, including conducting a hazardous building material survey;
  - C. Constructing one or more groundwater monitoring wells, groundwater extraction wells, soil borings, test pits and/or excavations;
  - D. Installing, using and maintaining other monitoring equipment;
  - E. Maintaining any monitoring well or extraction well installed by DEQ on the Subject Property in accordance with Oregon Administrative Rules (OAR) Chapter 690, Division 240; and
  - F. Photographing or videotaping portions of the Subject Property and structures, objects, and materials at the Subject Property as necessary to facilitate environmental investigations or remedial measures.
4. All tools, equipment, and/or other property brought upon the Subject Property by or at DEQ’s direction remain DEQ’s property.

5. When DEQ determines that continued access to the Subject Property is unnecessary, or upon expiration of this Agreement, whichever is earlier, DEQ will abandon any wells installed by DEQ on the Subject Property in accordance with OAR 690-240-135, remove all tools, equipment, and improvements brought upon the Subject Property, and restore the surface condition of areas disturbed by DEQ activities, to the maximum extent reasonably practicable, to a condition equivalent to the condition existing before DEQ's activities. Except with the written consent of the Owner, no waste or materials generated by DEQ's sampling or other activities may be disposed or discharged at the Subject Property.
6. DEQ will coordinate its activities with Owner and, if applicable, Tenant, to prevent, to the maximum extent reasonably practicable, any impairment of access by customers or business invitees of Owner and Tenant on the Subject Property and any inconvenience to or disruption of Owner's or Tenant's business on the Subject Property due to DEQ's activities.
7. DEQ will provide Owner and, if applicable, Tenant, at least 72 hours verbal notice before undertaking any sampling or other investigation activity at the Subject Property. Except in an emergency, DEQ will provide Owner and, if applicable, Tenant, at least 30 calendar days' written notice before commencing any excavation or construction, or implementation of a removal or remedial action at the Subject Property. To the maximum extent reasonably practicable, DEQ will coordinate and schedule all activities authorized under this Agreement that might disrupt or interfere with the use of the Subject Property, through:

<u>Owner:</u>	Name:	Casey Garrett (Columbia County Representative)
	Address:	Columbia County 230 Strand, Room 318 St. Helens, OR 97048
	Telephone:	503-397-7213
	E-mail:	casey.garrett@co.columbia.or.us

8. DEQ will comply with all applicable federal, state, and local laws at all times while on the Subject Property and, subject to ORS 465.315(3), secure all necessary permits and authorizations in connection with the activities conducted on the Subject Property under this Agreement. Owner agrees to cooperate fully with DEQ as necessary for DEQ to obtain necessary permits and authorizations. DEQ will perform all activities under this Agreement in a manner that will not cause contamination or exacerbate contamination existing at the Subject Property.
9. Owner may observe DEQ while DEQ is undertaking activities at the Subject Property; provided that any observer must have health and safety training consistent with the requirements of the Health and Safety Plan for DEQ's activities. Upon request, DEQ will provide Owner and, if applicable, Tenant a copy of available test data, final sample results and analysis reports, toxicity evaluations and other written reports of any description that arise from DEQ's activities at the Subject Property, unless the record is exempt from disclosure under the Oregon Public Records Law.

10. Nothing in this Agreement constitutes an admission of liability by the Owner regarding any release of hazardous substances at or from the Subject Property.
11. The State of Oregon will, to the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, indemnify and hold harmless Owner and Owner's officers, employees, agents, and tenants of the Subject Property from and against any and all claims arising solely from acts or omissions related to this Agreement of the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents. This indemnity and hold harmless does not extend to liability for any claim or damages caused by acts or omissions of Owner, its tenants, or its agents, or by a third party, or that are attributable to contamination already existing on, under or from the Subject Property.
12. This Agreement may be assigned by Owner. If Owner makes such an assignment, it will notify DEQ in writing. This Agreement will be binding upon and inure to the benefit of the Parties' respective representatives, successors, and assigns. Paragraph 11 of this Agreement and any other rights or obligations of the Parties under this Agreement that by their nature are continuing rights and obligations survive expiration or termination of this Agreement.
13. This Agreement represents the complete Agreement between the Parties with respect to the subject matter hereof. No modification or waiver of any provision of this Agreement is binding unless made in writing and signed by both parties.
14. The term of this Agreement is two years from the date of the last signature below.

Owner:

Oregon Department of Environmental Quality:

\_\_\_\_\_  
Name: Casey Garrett

\_\_\_\_\_  
Paul Seidel

Title: \_\_\_\_\_

Manager, DEQ Northwest Region Cleanup Program

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONSTRUCTION CONTRACT (ORS 279C)  
BY AND BETWEEN COLUMBIA COUNTY AND JH KELLY

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and JH KELLY, LLC., hereinafter referred to as "Contractor" for construction of the Rainier Transit Center

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date/Completion Date. This Agreement will be effective when it has been executed by both Owner and Contractor. However, Contractor shall not commence work on the Project until Contractor has received a notice to proceed from the County's Representative. The Project shall be completed according to the schedule for completion set forth in the Contract Documents. **The deadline for substantial completion shall be November 9, 2018. The deadline for final completion shall be December 21, 2018.** All time limits stated in the contract documents are of the essence. Notwithstanding the provisions for contract time extensions in the General Conditions, the Contractor and County agree that timely completion of the work is essential to the success of the Project and approval for time extensions shall be only as a last resort. Both parties agree to make every effort to recover "lost time." The completion dates may be amended only by written agreement of the parties.
  
2. Project Funding. Work under this Agreement will be funded in part by a Connect Oregon V grant through the Oregon Department of Transportation (ODOT) (Grant No. 30620) and a 5311f Intercity Transportation grant through ODOT involving Federal Transportation Administration (FTA) funds (Grant No. 30801, as amended). This Agreement is therefore subject to the Grant Requirements set forth in Exhibit G and FTA Provisions set forth in Exhibit H. Contractor shall include the Grant Requirements and FTA Provisions in all subcontracts.
  
3. Contract Documents. Together with this construction contract, the following exhibits, which are attached hereto and incorporated herein by this reference, constitute the Contract Documents.  
  

Exhibit A-	Request for Proposals
Exhibit B-	Contractor's Proposal
Exhibit C-	Contract Plans and Specifications
Exhibit D-	General Conditions
Exhibit E-	Davis-Bacon Prevailing Wage Determination
Exhibit F-	State Prevailing Wage Rates
Exhibit G-	Connect Oregon V Grant No. 30620
Exhibit H-	FTA Provisions (required by ODOT 5311f Grant No. 30801)
  
4. Contractor's Services.
  - A. Contractor agrees to provide the services described in Exhibit A, Request for Proposals.

- B. Contractor agrees to provide the services as proposed in Exhibit B, Contractor's Proposal.
  - C. Contractor agrees to provide the services as set forth in the Exhibit C, Contract Specifications and Plans.
  - D. Contractor shall provide the services in the manner provided for in Exhibit D, General Conditions for Public Improvement Projects.
  - E. Contractor shall comply with the higher of the **DAVIS-BACON** prevailing wage rates or Oregon prevailing wage rates, as shown in Exhibits E and F and standards as provided herein.
  - F. Contractor shall provide the services in compliance with the Grant Requirements set forth in Exhibit G and the FTA Provisions set forth in Exhibit H. Contractor shall include the Grant Requirements in all subcontracts.
5. Controlling Documents. In the case where there may be a conflict between or among the terms of this Agreement and/or its exhibits, the conflict shall be resolved in the following manner:
- A. The applicable provisions of the U.S. Constitution, U.S. Code, Code of Federal Regulations, Oregon Constitution, Oregon Revised Statutes and Oregon Administrative Rules (from highest priority to lowest) supersede any conflicting provision or provisions of this Agreement and its Exhibits and attachments.
  - B. If this Agreement and/or any of its Exhibits conflict with the applicable provisions of the ODOT *Connect Oregon V* grant (Exhibit G) or the FTA Provisions (Exhibit H) required by ODOT 5311f Intercity Transportation grant, and/or with the applicable provisions of any other grant agreement, the conflict shall be resolved by full compliance with the grant agreements and any amendments thereto. In such case, Owner and Contractor shall negotiate for an amendment to the provision or provisions which conflict(s) with the grant agreements, such amendment to be in writing and signed by Owner and Contractor.
  - C. If there is a conflict between or among this Agreement and/or the Request for Proposals (Exhibit A) and/or Contractor's Proposal (Exhibit B), this Agreement shall control, followed by the Request for Proposals, (Exhibit A) and Contractor's Proposal (Exhibit B) in that order.
  - D. If there is a conflict between or among this Agreement and the General Conditions (Exhibit D) this Agreement shall control.
6. Consideration. Owner shall pay Contractor a fee for service in the amount of \$608,802 said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise state herein or agreed to in writing by the parties, payment shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid under this

Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 27 of this Agreement.

7. Contract Representatives. Contract representatives for this Agreement shall be:

<p><u>FOR COUNTY:</u></p> <p>Casey Garrett, General Services Director          Columbia County          230 Strand Street          St. Helens, OR 97051          (503) 397-7213          casey.garrett@co.columbia.or.us</p>	<p><u>FOR OWNER:</u></p> <p>Matt Ouellette, Project Manager          JH Kelly          PO Box 2038          Longview, WA 98632          (360) 575-3198          mouellet@jhkelly.com</p>
--	--

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner's Contract Representative is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without prior written authorization by the Owner's Contract Representative, the Owner will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

8. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.
9. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
10. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
11. Ownership of Documents. Owner will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to Owner all copyrights and rights of reproduction to all such documents. Owner agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 90 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and

appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.

12. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excepted from the above requirements.
13. Qualified Work. By signing this Agreement, Contractor represents that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed or bonded.
14. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. Owner shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
  - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise



agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.

15. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

- A. Contractor shall:
- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
  - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
  - (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]
- B. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]
- C. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]
- D. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Agreement, the person may

file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. [ORS 279C.515 (3)]

- E. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- F. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
  - (1) All overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or [ORS 279C.520 (1)(a)(A)(i)]
  - (2) All overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and [ORS 279C.520 (1)(a)(A)(ii)]
  - (3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. [ORS 279C.520 (1)(b)]

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520 (1)(c)]

Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers' schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the Prevailing Wage Rate overtime requirement. [ORS 279C.520 (2)]

- G. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a

conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]

- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279C.530 (1)]
- I. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)]
- J. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
  - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
  - (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]
- K. Contractor must include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
  - (1) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts Owner pays to the Contractor under this Agreement; and [ORS 279C.580 (3)(a)]
  - (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor. [ORS 279C.580 (3)(b)]
  - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor notifies the subcontractor in writing at least 45 days before the date on which

Contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure. [ORS 279C.580 (3)(c)]

(4) An interest penalty clause that obligates the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: [ORS 279C.580 (3)(d)]

(a) Applies to the period that begins on the day after the required payment date and that ends on the date on which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]

(b) Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]

L. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]

M. The provisions of this Section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10). [ORS 279C.580 (5)]

N. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:

(1) The person or the assignee of the person has not been paid in full; and

(2) The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]

O. Prevailing Wage Requirements. Exhibit G to this Agreement includes the existing prevailing rate of wage that must be paid to workers in each trade or

occupation required for the Project employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. [ORS 279C.830 (1)] Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project. [ORS 279C.840 (4)]

- P. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9), and verify compliance before permitting a subcontractor to start work on this Agreement. [ORS 279C.830(2) and ORS 279C.836 (1)]
  - Q. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
  - R. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
  - S. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
- 16. Construction Contractor's Board. Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.
  - 17. Performance and Payment Bonds. Contractor shall furnish and maintain in effect at all times during the term of this Contract, a performance bond equal to 100% of the value of this Contract and a separate payment bond, equal to 100% of the value of this Contract, in accordance with Exhibit H, FTA Provisions, and Section G.1 of Exhibit D, General Conditions.
  - 18. Subcontracts and other Agreements.

- A. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.
- B. Removal and Substitution. Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.
- C. Responsibility; Assignment. The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.
- D. Contractor's Obligations under Subcontracts.
  - 1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.
  - 2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

19. Accounting/Records/Audit.

- A. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's Representatives, shall be afforded reasonable and regular

access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Agreement, and the Contractor shall preserve these for a period of six years after final payment, or for such longer period as may be required by law.

- B. The Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. The Owner intends to conduct a final audit of reimbursable costs prior to the Agreement closeout. The Contractor shall cooperate fully with the Owner in the performance of such audits.
20. Laws, Regulations, and Orders. Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.
21. Permits and Licenses. Unless otherwise specifically stated herein, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to the commencement of work hereunder.
22. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
23. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.
24. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
25. Indemnity. Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon and its officers, employees and

agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, be indemnified by the contractor and subcontractor from and against any and all claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

26. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
  - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
  - C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
  - D. Builder's Risk Insurance in an amount equal to the full amount of this contract, in accordance with Section G.2 of Exhibit D, General Conditions.
  - E. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees, and ODOT, its officers, agents and employees as Additional Insureds.
  - F. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage



or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and County's acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time that "tail" coverage is reasonably available in the marketplace.

- G. The contractor or its insurer must provide thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- H. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees and the State of Oregon, its officers, agents and employees as additional insureds. For insurance on a "claims made" basis, the certificate(s) of insurance shall specify the extended reporting period applicable to "tail" or continuous "claims made" coverage.

In the event of any discrepancy in the various provisions of this Agreement as to the amount and types of insurance required, the highest policy limits specified and all of the coverage types specified shall be required.

27. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement upon (30) days advance written notice delivered by registered or certified mail, or in person, to the Contractor. The Owner may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the Owner under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to Owner.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to Owner the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Contract. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by Owner not to exceed the

maximum amount stated above and decreased by any additional costs incurred by Owner to correct the work performed. The rights and remedies of the Owner related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

28. Liquidated Damages. In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, Contractor agrees that damage will be sustained by Owner as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated herein for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed final completion date or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the Owner, Contractor shall become liable for and pay to the Owner as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be One Thousand Dollars (\$1000) per day for each and every calendar day of such delay. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the Contractor and his or her surety shall be liable for any excess damages due.

In the event Contractor is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of Owner, the State, public enemy or act of God, or as provided in Section F.7 of Exhibit D General Conditions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the County Representative, whose findings in connection therewith shall be final and conclusive.

28. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of Contractor to perform work on time is a material breach of this Agreement.
30. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

31. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
32. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
33. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
34. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) 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. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized officials, this Agreement between Owner and Contractor in duplicate on the respective dates indicated below.

CONTRACTOR:

OWNER:

By: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Margaret Magruder, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Henry Heimuller, Commissioner

Approved as to form

By: \_\_\_\_\_

Alex Tardif, Commissioner

By: \_\_\_\_\_

Office of County Counsel

Date: \_\_\_\_\_

# Columbia Care Center

33910 East Columbia Avenue PO Box 1068 Scappoose, Oregon 97056 (503) 805-2647

This Agreement is made between:

Columbia Care Center

and

Colombia County Rider

Should the total evacuation of our facility be required during an emergency (The Incident Commander of any emergency will determine if/when evacuation is needed) Columbia County Rider agrees to provide wheelchair transportation to our temporary evacuation site at.

St Wenceslaus Catholic Church  
51555 Southwest Old Portland Road  
Scappoose, Oregon 97056-8105 (503) 543-7131

If the emergency is county-wide, our needs will be triaged with community-wide needs. In that event, Facility Staff, Residents Family, Local Fire Department will supplement use of Columbia Rider services.

Columbia Care Center staff will transport necessary, medical, food, hygiene, daily care supplies in amounts to meet nursing/medical/daily care to our residents

Medical Records will be transported by the Administrator or his designee to the temporary shelter

**Contact for Columbia Care Center**

Dane Jensen, Administrator/Owner 503-543-7131 ext. 2 Cell# 503-805-2806  
Nursing Station 503-543-7136

**Contact for Columbia County Rider**

Office: Dispatch: 503-366-0159  
Henry Helmuller: Phone: 503-369-1503  
Mobile 503-369-1503  
Fax: 503-397-7243

**The Parties Hereby Execute This Agreement**

2/8/2018

DATE

 OWNER/ADMINISTRATOR  
Signature of executing party Columbia Care Center and title

Signature of executing party Columbia County Rider/Title

DATE

Reviewed annually by Telephone Contact:

\_\_\_\_\_  
\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**COLUMBIA COUNTY, OREGON**

**And**

**THE BELOW LISTED UNITS OF LOCAL GOVERNMENT**

(hereinafter referred to individually as “Agency” and collectively as “Agencies”)

**THE CITY OF ST. HELENS, OREGON (hereinafter “St. Helens”)**

**THE CITY OF SCAPPOOSE, OREGON (hereinafter “Scappoose”)**

**THE CITY OF COLUMBIA CITY, OREGON (hereinafter “Columbia City”)**

**THE CITY OF RAINIER, OREGON (hereinafter “Rainier”)**

**THE CITY OF CLATSKANIE, OREGON (hereinafter “Clatskanie”)**

**THE CITY OF VERNONIA, OREGON (hereinafter “Vernonia”)**

**THE CITY OF PRESCOTT, OREGON (hereinafter “Prescott”)**

**THE COLUMBIA RIVER FIRE AND RESCUE DISTRICT (hereinafter “CRF&R”)**

**THE SCAPPOOSE RURAL FIRE PROTECTION DISTRICT (hereinafter “Scappoose Fire”)**

**THE VERNONIA RURAL FIRE PROTECTION DISTRICT (hereinafter “Vernonia Fire”)**

**THE MIST-BIRKENFELD RURAL FIRE PROTECTION DISTRICT (hereinafter “Mist-Birkenfeld Fire”)**

**THE CLATSKANIE RURAL FIRE PROTECTION DISTRICT (hereinafter “Clatskanie Fire”)**

**THE COLUMBIA 911 COMMUNICATIONS DISTRICT (hereinafter “C911CD”)**

THIS IS an intergovernmental agreement (IGA) between Columbia County (County) and the above listed units of local government (Sub-Recipient Agencies) entered into pursuant to the authority granted in ORS Chapter 190 for the coordination of activities related to the use of the United States Department of Homeland Security Initiative (UASI) grant program funds to address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$846,598 in Fiscal Year 2014 to the State of Oregon (“State”), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant # 14-170 to the City of Portland, Bureau of Emergency Management (PBEM), as Sub-Grantee, for Fiscal Year 2014 in the amount of \$846,598; and

WHEREAS, UASI Grant #14-170 is intended to increase the ability of the PUA, which includes local units of government in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an

enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, PBEM and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA 97.008, Grant #14-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, Columbia County, a PUA jurisdiction, entered into an Intergovernmental Agreement with the City of Portland (the "Portland IGA") to secure the County's commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure the County's compliance with all terms of the grant, and to obligate the County to coordinate with and obtain similar assurances from Sub-recipient Agencies within the County; and

WHEREAS, a copy of the Portland IGA is attached hereto as Attachment 1, and is incorporated herein by this reference; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in "UASI Program Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional disaster Preparedness Organization (RDPO)", Exhibit D to the Portland IGA;

NOW, THEREFORE, the Parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities directly benefitting the Sub-recipient Agencies consistent with the processes developed by the City of Portland to manage those activities. The County will be the point of contact for all requests made by Sub-recipient Agencies. The County will submit purchase requests on behalf of the Sub-recipient Agencies to the City of Portland.

2. **Each Sub-Recipient Agency individually agrees:**

- a) That it has read the award conditions and certifications for UASI Grant #14-170, including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents;
- b) To comply with the City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and the Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments); and 2 CFR Part 215 (Non-Profit Organizations);
  - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations); and
  - iii. Audit Requirements: 2 CFR 200.21 (OMB Circular A-133).
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in the Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
  - I. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
  - ii. ORS 279A (Public Contracting- General Provisions) and ORS 279B (Public Contracting- Public Procurements).
- d) That all equipment, supplies, and services procured by the Subrecipient Agency are as described in the approved grant budget documents, which Sub-Recipient Agency has seen.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient Agency until disposition takes place. The Sub-recipient Agency shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) That regardless of who the Owner is, all equipment purchased with grant

funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge “rental” fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.

- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment purchased pursuant to the UASI grant that are valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment on an annual basis, using PBEM’s Equipment Inventory Report and completing and returning the report to PBEM on or before June 30<sup>th</sup>. A copy must also be sent to the County. The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states “Purchased with funds provided by the U.S. Department of Homeland Security.” All requirements for the tracking and monitoring of fixed assets are set forth in 44 CF Part 13 and 2 CFR 200.21 (OMB Circular A-133). 2 CFR 200.21 (OMB Circular A-133) compliance supplement on transfer and disposition reporting can be found on the White House website : [http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133\\_compliance/2011/pt3.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf). The sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the matter that will keep it safe, most prolong the life and in good working conditions at all times.
- h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents, which Sub-Recipient Agency has seen;
- i) That the Sub-Recipient Agency understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
- j) That the Sub-Recipient Agency will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland, copied to the County.
- k) That all publications created with funding under the Grant shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland



Security.”

- l) That all financial records, supporting documentation and all other records pertinent to the grant or this IGA shall be retained by the Sub-Recipient Agencies following termination completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland’s retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
  - i. City of Portland Retention Schedules, Section 4808 <http://www.portlanonline.com.auditor.index.cfmc=27183&a=7949>;
  - ii. OAR 166-200-0050(17);
  - iii. 44 CFR Part 13.42.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the Sub-Recipient Agency to fund programs within the Urban Areas Security Initiative grant program guidelines.
- o) To comply with National Incident management System (NIMS) objectives identified as requirements by the State and certify that the Sub-Recipient Agency is registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- q) To comply with federal guidelines concerning exclusions for vendors or contractors by verifying that a vendor or contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award management site- [www.sam.gov](http://www.sam.gov). A copy of this report must be submitted to the County as part of the documents required for reimbursement requests.
- r) To timely comply with all reporting obligations required by the Grant, the City, and this IGA.
- s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset/Inventory reports and Audit Reports when

required by the City and in the form required by the City.

- i. Performance reports are due to the City on a quarterly basis (April 15, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup> during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
  - ii. Asset/inventory reports are due to the City on an annual basis, on June 30<sup>th</sup> of each year.
  - iii. Results of the Sub-Recipient Agency's 2 CFR 200.21 (OMB Circular A-133) report are due to the City fifteen (15) days after the Sub-Recipient Agency's receipt of the report, along with a corrective action plan (if applicable). Sub-recipient Agencies expending \$500,000 or more in Federal awards during their fiscal year, are required to have an A-133 audit, as provided in OMB Circular A-133.
  - iv. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
  - v. Per UASI Grant #14-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if Performance Reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #14-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times and places of travel, and the actual expenses or authorized rates incurred.
  - u) To comply with a sub-recipient monitoring plan according to County direction.
  - v) To comply with all applicable laws, regulations, program guidance and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #14-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization

(RDPO).

- w) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
  - x) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Sub-Recipient Agencies and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
3. **Effective Date and Duration.** This Agreement shall be effective from the date the parties have signed and shall continue in effect until all mutual covenants expressed herein have been fully satisfied or until the Agreement is terminated due to the failure of one of the parties hereto to perform. The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
  4. **Amendment.** This Agreement may be amended by written agreement of the parties but must remain consistent with the requirements of the Urban Areas Security Initiative program, the UASI grants from the State to the City of Portland, and the Portland IGA.
  5. **Termination.** Any party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the failure or inability of any individual Sub-Recipient Agency to comply with the provisions of the grants or the Agreement, the individual Sub-Recipient Agency will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-Recipient Agency, and for any penalties imposed by the State or Federal government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefor. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
  6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding 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. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

8. **Survival.** The terms, conditions, representations and all warranties in this contract shall survive the termination or expiration of this contract.
9. **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.
10. **Indemnification.** Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, the Sub-recipient Agency shall hold harmless, indemnify and defend the County, its commissioners, officers, employees and agents, and the City of Portland, its commissioners, employees and agents from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts or omissions of Sub-Recipient Agency, its officers, employees and agents in the performance of this Agreement.

Sub-Recipient Agency shall cause its contractors or subcontractors to indemnify, defend, save and hold harmless OEM, the City, the County, and their officers, agents and employees (“Indemnitees” from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part by the negligent or willful acts or omissions of the Sub-Recipient Agency’s contractor or of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitees shall in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by the contractor from and against any and all Claims.

Sub-recipient Agencies shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM’s limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, the City, the County, and their officers, agents, employees and members are named as additional insureds, but only with respect to the contractor’s or subcontract’s services performed under this Agreement. See Exhibit C to the Grant Agreement for Subagreement Insurance Requirements.

11. **Third Party Beneficiaries.** The County and the Agencies are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract 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.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.



17. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY 14 UASI program grants and that it is the entire agreement between them relative to those grants.

**COLUMBIA COUNTY**

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Anthony Hyde, Commissioner

By: \_\_\_\_\_  
Earl Fisher, Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

**CITY OF ST. HELENS**

By: \_\_\_\_\_  
Randy Peterson, Mayor

Attest: \_\_\_\_\_  
City Recorder

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney





**CITY OF COLUMBIA CITY**

By: \_\_\_\_\_  
Cheryl Young, Mayor

Attest: \_\_\_\_\_  
City Recorder

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF RAINIER**

By: \_\_\_\_\_  
Jerry Cole, Mayor

Attest: \_\_\_\_\_  
City Recorder

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
Greg Hinkelman, City Manager

Date: \_\_\_\_\_





**COLUMBIA RIVER FIRE AND RESCUE**

By: \_\_\_\_\_,  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**SCAPPOOSE RURAL FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_,  
Board President

Date: \_\_\_\_\_









**COLUMBIA 911 COMMUNICATIONS DISTRICT**

By: \_\_\_\_\_  
(aye) (nay) , President

By: \_\_\_\_\_  
(aye) (nay) , Vice President

By: \_\_\_\_\_  
(aye) (nay) , Secretary

By: \_\_\_\_\_  
(aye) (nay) , Treasurer

By: \_\_\_\_\_  
(aye) (nay) , Member

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
, Administrator




## Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

-----  
Cherie Moylan, Office Manager  
-----

Ph: (503) 366-3961 Fax: (503) 397-7215  
e-mail: [cherie.moylan@co.columbia.or.us](mailto:cherie.moylan@co.columbia.or.us)

TO: **Columbia County Board of Commissioners**  
**Robin McIntyre, Asst. County Counsel**  
cc: Mike Russell, Lonny Welter

FROM: Cherie Moylan, Office Manager 

DATE: March 16, 2018

SUBJECT: 2018 Oregon Road Runners Club/Vernonia Marathon

---

Columbia County received the attached application for a Public Road Event Permit for the Oregon Road Runners Club/Vernonia Marathon 2018, to be conducted on Sunday, April 15, 2018. They are expecting approximately 600 participants, roughly 25 volunteers, 15 support vehicles, and will be using County roads as listed below.

The event will start at approximately 7:00 a.m. from the Cedar Ridge Retreat Center, located at 18062 Keasey Rd, Vernonia, OR 97064, with an anticipated end time of 3:00 p.m.

The marathon starts in Vernonia at the intersection of Keasey Road and Edens Road (near Cedar Ridge Retreat Center), heading south on Keasey Road which becomes State Street in town, goes west on Bridge Street, south on Adams, then through Anderson Park and loops clockwise around Vernonia Lake, then back through Anderson Park and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

The half-marathon starts at Hilltop (inside Stubb Stewart State Park), goes up the hill to the Horse Camp, then back down the hill, looping around the Welcome Center, then down the road and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

There will be water stations and porta-potties at Anderson Park (miles 2 and 4), Milepost 66 (mile 7), McDonald Road (mile 10), Mile 12, Top Hill Trailhead (mile 13), Stubb Stewart (mile 15/mile 2), Buxton Trailhead (mile 18/mile 5), Manning Trailhead (mile 21/mile 8), Crossman Place (mile 23/mile 10), and Banks Trailhead mile 25/mile 12).

### **Applicable Criteria:**

The Columbia County Public Road Event Ordinance (Ordinance No. 2008-1, as amended), requires Board approval of public road events involving more than 25 vehicles, 50 bicycles, or

100 pedestrian participants. As this pedestrian event is expected to have more than 100 walkers and runners, Board approval is required.

Section 5 of the Ordinance provides, in part:

"A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:

1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.
2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.
3. Such public road event will interfere with another public road event for which a permit has been issued.
4. The County Public Works Director determines the public road event would damage public roads."

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Jeff Dickerson – no response
- Columbia County Emergency Management, Steve Pegram – **okay here**
- State Police, Sgt. Luke Schwartz - **no concerns**
- ODOT, Mark Buffington, - no response
- Vernonia Police, Mike Conner – no response
- Vernonia Fire, Dean Smith – mail quota exceeded
- Vernonia City Administrator, Josette Mitchell – no response
- Vernonia Public Works, Jeff Burch – no response
- Mike Russell, Director, Road Dept. (info only)
- Lonny Welter, Transportation Planner (info only)
- Robin McIntyre, County Counsel (info only)
- Bill Goodwin, County Weighmaster (info only)
- Trish Hilsinger, Columbia 9-1-1 (info only)
- Andrew Merila, State Police (info only)
- Shaun Brown, Emergency Management (info only)
- Marsha Higgs, ODOT (info only)
- Casey Garrett, General Services Director (info only)

Memo to BOC & County Counsel  
Oregon Road Runners Club 2018  
March 16, 2018  
Page 3.

This has been an annual event since 2004. The traffic control and signage concerns reported by the City of Vernonia in previous years have been resolved; therefore, staff recommends that the Board approve this permit.

**Recommended Motions:**

- Motion 1: Approve the public road event permit for the Oregon Road Runners Club/Vernonia Marathon and Half-Marathon 2018.
- Motion 2: Approve the Indemnity Agreement with the ORRC/Vernonia Marathon & Half-Marathon and authorize the Chair to sign.

**Attachments:**

- Permit Application, dated January 9, 2018
- Indemnity Agreement, dated January 12, 2018
- Certificate of Liability Insurance, dated January 9, 2018, with Policy Conditions and Additional Insureds
- Course Plan and Route Instructions, along with Map (revised 01-11-18)

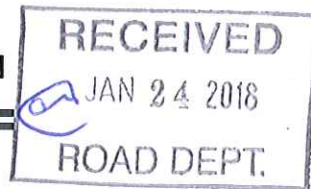
/cm  
Encl.





Rec'd 1/22/18

PUBLIC ROAD EVENT PERMIT APPLICATION



(Please type or print clearly and submit with application fee of \$100 for small events, \$300 for large events [300 or more participants])

Date: 1-9-18

Name of Event: ORRC Vernonia Marathon & Half Marathon

Sponsor: Oregon Road Runners Club

Type of Event: footrace

Purpose of Event:

Date of Event: 4-15-18 Beginning Time: 7am

Expected Number of Participants: 600 Ending Time: 3pm

Location of Assembly Area(s): Cedar Ridge Retreat Center (Vernonia)

Assembly Beginning Time: 6:30am

Number of Volunteers 25 Number/Type of Support Vehicles 15

Route: Submit a map with the route clearly drawn. Indicate starting point, direction and ending point. Also include plans for rest stops, first aid stations, support vehicles, etc.

Name of Applicant Mark Barrett

Address P.O. Box 1035, Forest Grove OR 97116

Work Phone 503-821-9577 Home Phone E-mail MBarretts@aol.com

Contact Person (other than applicant) same

Address

Work Phone Home Phone E-mail

Chair/Race Director (for athletic events) Mark Barrett

Address

Work Phone Home Phone E-mail

Previous Experience Race Director of this race since 2004

By signing this application, sponsor agrees to all terms and conditions set forth in the Public Road Event Ordinance, and any special conditions listed in the Permit, if this application is accepted and a Permit is issued by the County.

RETURN TO:

Columbia County Road Department
Cherie Moylan, Office Manager
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961 (O)
503.397.7215 (Fax)
cherie.moylan@co.columbia.or.us

Oregon Road Runners Club

(Name of Sponsor)

By: Mark Barrett (Signature of Authorized Agent)

For Use By County: Permits/Public Events/Forms/Public Road Event Application

Application Received
Application Fee Paid \$
Permit Issued

Insurance Certificate Received
Indemnity Agreement Signed
Deposit Received: \$



**INDEMNITY AGREEMENT**

Cherie Moylan, Office Manager  
County Road Department  
1054 Oregon Street  
St. Helens, Oregon 97051  
503.366.3961

Board of County Commissioners  
Columbia County Courthouse  
230 Strand, Room 331  
St. Helens, Oregon 97051  
503.397.4322

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the ORRC Vernonia Marathon & Half to be held on April 15, 2018, the undersigned sponsor/applicant for the event hereby agrees to defend, indemnify and hold Columbia County and other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers, agents and employees (the "indemnitees") harmless from:

1. All liability, damage, loss, cost or expense, including but not limited to attorney's' fees, that the indemnitees may sustain or incur on account of any damage to or destruction of any property that the county may own or in which it may have an interest;
2. All liability, damage loss, cost or expense, including but not limited to attorney's' fees, on account of any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by the sponsor/applicant, its agents or employees, of the road, site, area or facility to which the permit pertains.

Oregon Road Runners Club  
(Agency)

By: Mary Bennett  
(Signature of Authorized Agent)

Dated: 1-12-18

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

RETURN TO:  
Columbia County Road Department  
Attn: Cherie Moylan  
1054 Oregon Street  
St. Helens, Oregon 97051  
503.366.39631(O)  
503.397.7215(Fax)  
[cherie.moylan@co.columbia.or.us](mailto:cherie.moylan@co.columbia.or.us)





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KR00000007171000	12/31/17	ROAD RUNNERS CLUB OF AMERICA AND ITS	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- Sponsors
- Co-Promoters
- Any individual person(s) or organization(s) listed below:

Coaches, Officials and Volunteers are Additional insureds but only while acting within the scope of their duties for the Insured (others by request and Endorsement, subject to underwriting approval). Medical Personnel is available at 2% of GL premium or a minimum premium of \$250, whichever is greater.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KR00000007171000	12/31/17	ROAD RUNNERS CLUB OF AMERICA AND ITS	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CONDITIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **Other Insurance** condition of this Coverage Part is replaced by the provision marked below with an "X" in the box:

**Other Insurance**

If other valid and collectible insurance with any other insurer including any formal self-insured retention programs is available to you covering a loss also covered by this Coverage Part, other than insurance that is in excess of the insurance afforded by this Coverage Part, the insurance afforded by this Coverage Part shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this insurance subject to the terms, conditions and limitations of other insurance.

Coverage afforded under this Coverage Part is primary insurance and Other Insurance shall not apply as respects

AS REQUIRED BY CONTRACT FOR OWNERS/LESSORS OF PREMISES ONLY.

as additional insureds.

The **Cancellation** condition of this Coverage Part is amended by the addition of the following if an "X" is in the box:

Cancellation

The following is added: It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without 30 days' prior written notice to:

X\*SEE BELOW and further, that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy.

\*ANY ENTITY ON FILE WITH THE COMPANY THAT REQUIRES PRIOR NOTICE THROUGH WRITTEN CONTRACT, PERMIT OR AGREEMENT.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 DATE

ORRC Vernonia Marathon & Half Marathon  
April 15, 2018

### The Courses

The marathon starts in Vernonia at the intersection of Keasey Road and Edens Road (near Cedar Ridge Retreat Center), heading south on Keasey Road (which becomes State Street in town), goes west on Bridge Street, south on Adams, then through Anderson Park and loops clockwise around Vernonia Lake, then back through Anderson Park and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

The half marathon starts at Hilltop (inside Stub Stewart State Park), goes up the hill to the Horse Camp, then back down the hill, looping around the Welcome Center, then down the road and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

### Water Stations/Potties

There will be water stations and potties at Anderson Park (Miles 2 & 4), Milepost 66 (Mile 7), McDonald Road (Mile 10), Mile 12, Top Hill Trailhead (Mile 13), Stub Stewart (Mile 15/Mile 2), Buxton Trailhead (Mile 18/Mile 5), Manning Trailhead (Mile 21/Mile 8), Crossman Place (Mile 23/Mile 10), and Banks Trailhead (Mile 25/Mile 12).

### Traffic Plan

Permits will be obtained for the staging area (Cedar Ridge Retreat Center) Keasey Road (Columbia County), State Street (City of Vernonia), Bridge Street (ODOT), lake trail (City of Vernonia), and the Banks-Vernonia State Trail (OPRD). The trail crosses Adams Road (Vernonia), McDonald Road (Columbia County), Highway 47 (ODOT), Nowakowski Road (Washington County), Stub Stewart State Park entrance road (OPRD), Bacona Road (Washington County), Pongratz Road (Washington County), Pihl Road (Washington County), Sell Road (Washington County), and Crossman Road (Washington County). At the Banks Trailhead the course crosses the Sellers/Banks/Cedar Canyon Road intersection and down Main Street (ODOT, City of Banks) and onto the Banks HS track (Banks School District). Runner will be instructed to obey appropriate traffic laws. Volunteer course marshals will be at key intersections and ODOT-approved signs will warn traffic. Police, Sheriff Reserves and/or certified flaggers will be used on Keasey/Edens Road, State/Bridge Street, Highway 47 at Tophill Trailhead and the Banks Trailhead.

## Parking Plan

Most participants will park in Banks and be bused to their respective starts in Vernonia or in Stub Stewart State Park. There is ample parking at Banks HS/MS, Banks Elementary, Sunset Park and on city streets. We will get permission from the City of Banks, the Banks School District and Sunset Park to use their parking areas. There is ample parking at the start areas at Cedar Ridge and at Hilltop in Stub Stewart for those runners who choose to park at the start.

## Emergency Medical Plan

Each water station will have a basic first aid kit. Local police and fire departments will be notified of the event. There will be a first aid kit and AED at the finish line. Metro West ambulance will be on standby.

Revised 1-10-18

ORRC Vernonia Marathon & Half Marathon  
April 15, 2018

Plans for City of Vernonia/ODOT/Columbia County

Course and Schedule

Most of the 200 expected marathoners (another 400 half marathoners start in Stub Stewart State Park) will park in Banks and be bused to the staging area at Cedar Ridge Retreat Center, arriving in Vernonia between 6:45am and 8:00am. At 7:45am the participants will be directed to the start area on Edens Road. At 8:00am all runners and walkers will start at the intersection of Edens and Keasey Roads, heading south against traffic. Initially participants will use both lanes, but will quickly be directed to use only the left lane. As Keasey Road becomes State Street, participants will be directed to cross to the right side of the street in anticipation of a right turn on Bridge Street. They will cross Bridge Street and go onto the sidewalk, then turn left (south) on Adams Avenue, then into Anderson Park. After a loop around the lake, they go onto the Banks-Vernonia State Trail.

Course Marshals and Aid Stations

A Vernonia Police officer will be needed at the start and at the State/Bridge Street intersection. ORRC will provide volunteer course marshals at all other intersections between the start and Anderson Park. The last walker should cross Bridge Street at approximately 8:45. There will be an aid station in Anderson Park, which the participants will pass twice. We will need access to running water and the restrooms at the Anderson Park shelter.

Contact Mark Barrett (Race Director) for any questions at [Mbarretts@aol.com](mailto:Mbarretts@aol.com) or 503-821-9577

Revised 1-11-18

ORRC Vernonia Marathon & Half Marathon  
April 15, 2018

ODOT Plans

The Courses

The marathon starts in Vernonia at the intersection of Keasey Road and Edens Road (near Cedar Ridge Retreat Center), heading south on Keasey Road (which becomes State Street in town), goes east on Bridge Street/ Hwy 47 (on the sidewalk), loops clockwise around Vernonia Lake, then back on California Street, then west on Bridge St/Hwy 47 (on the sidewalk), turns south on Weed Ave, east on Maple Street, south on Adams Ave, through Anderson Park and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

The half marathon starts at Hilltop (inside Stub Stewart State Park), goes up the hill to the Horse Camp, then back down the hill, looping around the Welcome Center, then down the road and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

Scheduled Highway 47 Crossings:

- 1) Bridge Street & State Street in Vernonia (Milepost 62.3 in Columbia County): Most of the 200 expected marathoners will park in Banks and be bused to the staging area at Cedar Ridge Retreat Center, arriving in Vernonia between 6:45am and 7:30am. All marathoners start at 8:00am. They will cross Bridge Street (Highway 47) at State Street and go onto the south sidewalk, heading west. Runners will cross the highway between 8:10am and 8:30am. A Vernonia Police officer will provide coverage at this intersection. Traffic control devices (signs) will be placed so they are visible to traffic.
- 2) Highway 47 at Tophill Trailhead (Milepost 72 in Washington County): The 200 runners will be spread out by this time, at the 13 mile mark. They will cross Highway 47 on the Banks-Vernonia State Trail at the Tophill Trailhead, crossing between 9:15am and 11:15am. Two certified flaggers will be stationed here. They will not be stopping traffic, but will direct traffic to slow down as they pass the trailhead. Runners will be instructed to defer to traffic, both in writing before the event and during the event as they approach the highway. Traffic control devices (signs) will be placed so they are visible to traffic. Parking will not be permitted within 200 feet of the crossing.
- 3) Intersection of Hwy 47/NW Banks Road/Cedar Canyon Road/Sellers Road/Main Street in Banks (Milepost 83 in Washington County): By this time the estimated 400 half marathoners have joined the 200 marathoners on the Banks-Vernonia State Trail,

ending at the Banks Trailhead. Under the supervision of certified flaggers, runners will cross Banks Road in the crosswalk and go onto the sidewalk of Main Street (Highway 47). Runners will be crossing here between 10:15am and 2:30pm. The flaggers will not be stopping traffic, but will direct traffic to slow down as they pass the trailhead. Runners will be instructed to defer to traffic, both in writing before the event and during the event as they approach the highway. Traffic control devices (signs) will be placed so they are visible to traffic. Runners will be on the sidewalk until they enter the Banks High School parking lot (Milepost 83 to 83.5).

Contact Mark Barrett (Race Director) for any questions at [Mbarretts@aol.com](mailto:Mbarretts@aol.com) or 503-821-9577

Revised 1-11-18



ORRC  
 Vernonia  
 Marathon

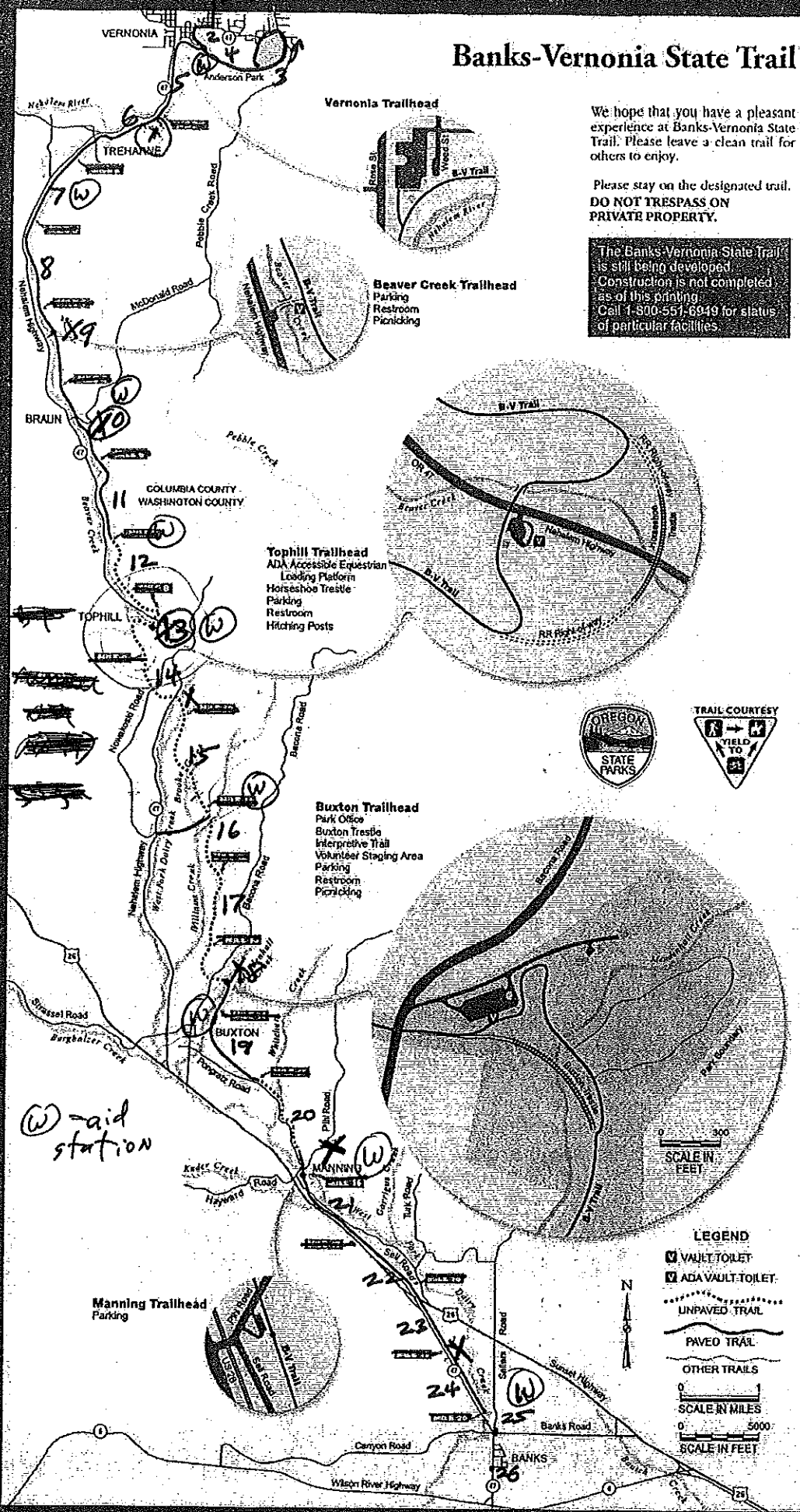
# Banks-Vernonia State Trail

We hope that you have a pleasant experience at Banks-Vernonia State Trail. Please leave a clean trail for others to enjoy.

Please stay on the designated trail.  
**DO NOT TRESPASS ON PRIVATE PROPERTY.**

The Banks-Vernonia State Trail is still being developed. Construction is not completed as of this printing. Call 1-800-551-6949 for status of particular facilities.

Ⓢ = aid station



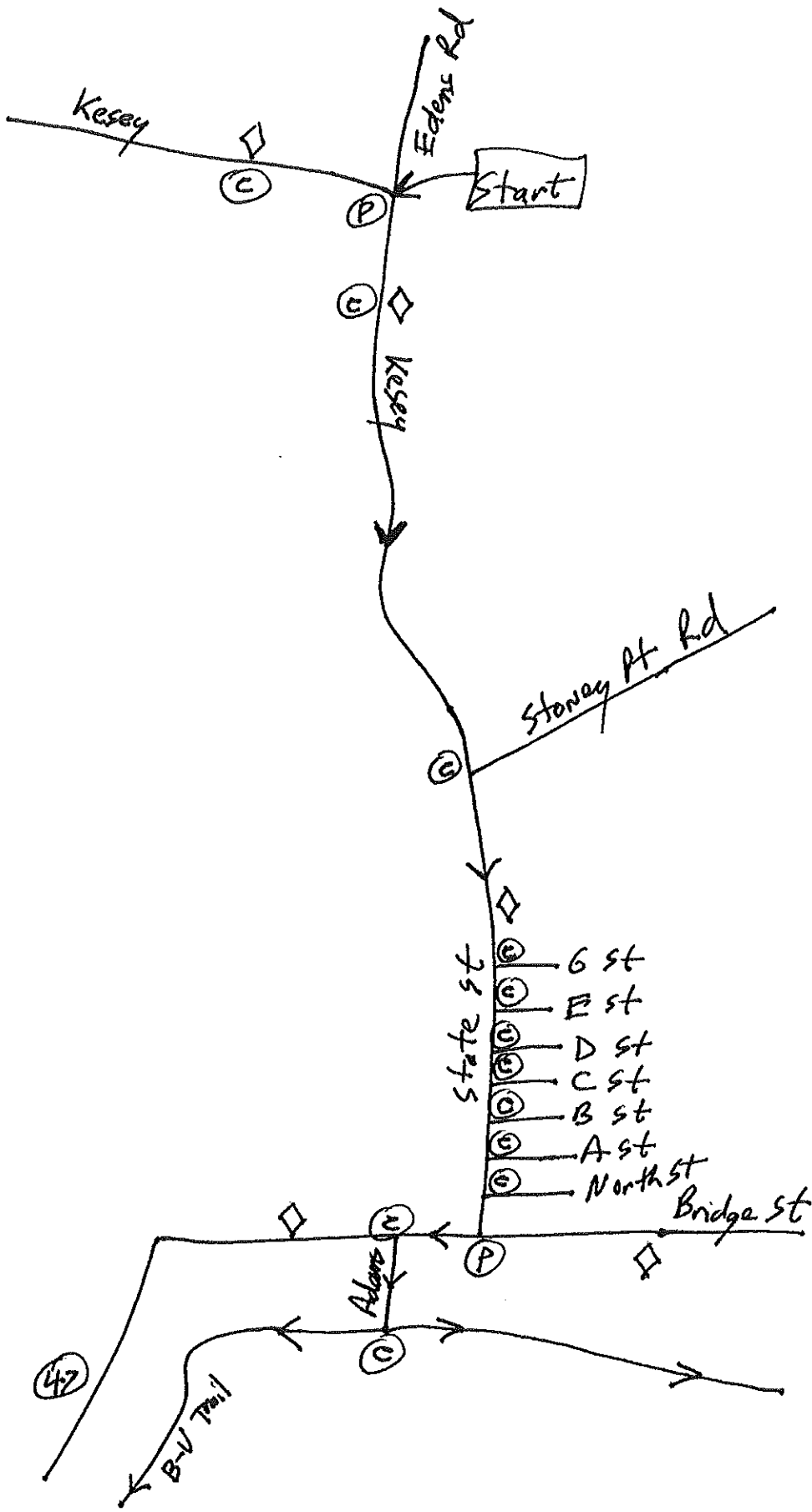
Ⓢ = aid station

SCALE IN FEET  
 0 300

**LEGEND**  
 [Symbol] VAULT TOILET  
 [Symbol] ADA VAULT TOILET  
 [Symbol] UNPAVED TRAIL  
 [Symbol] PAVED TRAIL  
 [Symbol] OTHER TRAILS  
 SCALE IN MILES  
 0 1  
 SCALE IN FEET  
 0 5000

# Vernonia Marathon Start

3/13



- ◊ = Sign
- Ⓢ = Course Marshall
- Ⓟ = Police



## Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

-----  
Cherie Moylan, Office Manager  
-----

Ph: (503) 366-3961 Fax: (503) 397-7215

e-mail: [cherie.moylan@co.columbia.or.us](mailto:cherie.moylan@co.columbia.or.us)

TO: **Columbia County Board of Commissioners**  
**Robin McIntyre, Asst. County Counsel**  
cc: Mike Russell, Lonny Welter

FROM: Cherie Moylan, Office Manager 

DATE: March 16, 2018

SUBJECT: 2018 Amani Center Race Against Child Abuse

---

Columbia County received the attached application for a Public Road Event Permit for the Amani Center Race Against Child Abuse 2018, to be conducted on Saturday, April 21, 2018. They are expecting roughly 200 participants, with about 20 volunteers, 1 POV at each water station and CCSO units at base of Smith Road and along course, and will be using City and County roads, along with crossing Highway 30, as listed below.

The event will start at approximately 8:00 a.m. at the Columbia View Park, located on the river at City Hall in St. Helens, with an anticipated end time of 11:00 a.m. The route is as follows:

The **One Mile Walk/Run** starts at Columbia View Park, goes up Plaza Square, turn right on First Street, turn left on Columbia Blvd, turn left on South Fourth Street, turn left on St. Helens Street, turn right on First Street, turn left at the Klondike Restaurant, turn left at Strand Street, finishing up at Columbia View Park.

The **Five Mile Walk/Run** starts at Columbia View Park, goes up Plaza Square, turn right on First Street, turn left on Columbia Blvd, turn right on North Second Street, turn left on West Street, turn right on Oregon Street, turn around at the CC Rider Transit Center, and back-track to Columbia View Park.

The **Ten Mile Walk/Run** starts at Columbia View Park, goes up Plaza Square, turn right on First Street, turn left on Columbia Blvd, turn right on North Second Street, turn left on West Street, turn right on Oregon Street, cross Deer Island Road and continue down Oregon Street - past the city and county shops and dog control, go down the trail along side the trailer park into Columbia City, turn right on "L" Street, turn left on First Place, turn right on "I" Street, turn left on Front Street, turn around at Pixie Park, and back-track to Columbia View Park.

The **Half-Marathon Walk/Run** starts at Columbia View Park, goes up Plaza Square, turn right on First Street, turn left on Columbia Blvd, turn right on North Second Street, turn left on West Street, turn right on Oregon Street, cross Deer Island Road and continue down Oregon Street - past the city and county shops and dog

control, go down the trail along side the trailer park into Columbia City, turn right on "L" Street, turn left on Second Street, turn right on "I" Street, turn left on Strand Street, past Pixie Park to end of street, turn left on "E" Street, cross Highway 30 at the light on "E" Street, turn right on Sixth Street, turn left at "A" Street, which turns into Smith Road, turn around at top of Smith Road, and back-track to Columbia View Park.

**Applicable Criteria:**

The Columbia County Public Road Event Ordinance (Ordinance No. 2008-1, as amended), requires Board approval of public road events involving more than 25 vehicles, 50 bicycles, or 100 pedestrian participants. As this pedestrian event is expected to have more than 100 walkers and runners, Board approval is required.

Section 5 of the Ordinance provides, in part:

"A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:

1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.
2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.
3. Such public road event will interfere with another public road event for which a permit has been issued.
4. The County Public Works Director determines the public road event would damage public roads."

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Jeff Dickerson – no response
- Columbia County Emergency Management, Steve Pegram – **good to go**
- State Police, Sgt. Luke Schwartz - **no concerns**
- ODOT, Mark Buffington, - no response
- St. Helens Police, Terry Moss – no response
- St. Helens Fire, Mike Greisen – **no issues**
- St. Helens City Administrator, John Walsh – no response

Memo to BOC & County Counsel  
Amani Center – Race Against Child Abuse  
March 16, 2018  
Page 3.

- St. Helens Public Works, Neal Sheppard – no response
- St. Helens Public Works, Sue Nelson –
- St. Helens City Mayor, Rick Scholl –
- Columbia City Police, Mike McGlothlin -
- Mike Russell, Director, Road Dept. (info only)
- Lonny Welter, Transportation Planner (info only)
- Robin McIntyre, County Counsel (info only)
- Bill Goodwin, County Weighmaster (info only)
- Trish Hilsinger, Columbia 9-1-1 (info only)
- Andrew Merila, Oregon State Police (info only)
- Shaun Brown, Columbia County Emergency Management (info only)
- Marsha Higgs, ODOT (info only)
- Casey Garrett, General Services Director (info only)

This has been an annual event since 2008, but a first-time event for the Road Dept. There have been no reports of adverse incidents and it has been a successful event through the years. Therefore, staff recommends that the Board approve this permit.

**Recommended Motions:**

- Motion 1: Approve the public road event permit for the Amani Center – Race Against Child Abuse 2018.
- Motion 2: Approve the Indemnity Agreement with the Amani Center – Race Against Child Abuse 2018 and authorize the Chair to sign.

**Attachments:**

- Permit Application, dated February 26, 2018
- Indemnity Agreement, dated February 26, 2018
- Certificate of Liability Insurance, dated February 27, 2018, with General Liability Deluxe Endorsement: Human Service
- Course Maps

/cm  
Encl.





RECEIVED  
FEB 27 2018  
ROAD DEPT.

**PUBLIC ROAD EVENT PERMIT APPLICATION**

(Please type or print clearly and submit with application fee of \$100 for small events, \$300 for large events [300 or more participants])

Date: Feb. 26, 2018

Name of Event: 10th Annual Race Against Child Abuse

Sponsor: Amani Center

Type of Event: Running Race - Half Marathon

Purpose of Event: Fundraiser for Amani Center programs

Date of Event: Saturday, April 21, 2018 Beginning Time: 8:00am

Expected Number of Participants: <200 Ending Time: 11:00am

Location of Assembly Area(s): Columbia View Park (start); near Columbia Rider Transit (water); Pixie Park (water); Top of Smith Rd (water & turn around)

Assembly Beginning Time: 7:00am

Number of Volunteers 20+ Number/Type of Support Vehicles 1 POV at each water station  
CCSO units at base of Smith & along course

Route: **Submit a map with the route clearly drawn. Indicate starting point, direction and ending point. Also include plans for rest stops, first aid stations, support vehicles, etc.** see attached

Name of Applicant Amani Center - Beth Pulito

Address PO Box 1001, St. Helens, OR 97051

Work Phone 503-366-4005 Home Phone Cell: 503-913-4476 E-mail bpulito@amanicenter.org

Contact Person (other than applicant) Cassy Miller

Address \_\_\_\_\_

Work Phone 503-366-4005 Home Phone \_\_\_\_\_ E-mail cmiller@amanicenter.org

Chair/Race Director (for athletic events) Beth Pulito - Amani Center

Address PO Box 1001/1621 Columbia Blvd, St. Helens, OR 97051

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ E-mail \_\_\_\_\_


Previous Experience 9th Annual race, April 2017; 1st Annual Race Against Child Abuse - North (Clatskanie), June 2017; a volunteer for 3 other races locally

**By signing this application, sponsor agrees to all terms and conditions set forth in the Public Road Event Ordinance, and any special conditions listed in the Permit, if this application is accepted and a Permit is issued by the County.**

RETURN TO:

Columbia County Road Department  
Cherie Moylan, Office Manager  
1054 Oregon Street  
St. Helens, Oregon 97051  
503.366.3961 (O)  
503.397.7215 (Fax)  
cherie.moylan@co.columbia.or.us

Amani Center - Beth Pulito  
(Name of Sponsor)

By:   
(Signature of Authorized Agent)

**For Use By County:** Permits/Public Events/Forms/Public Road Event Application

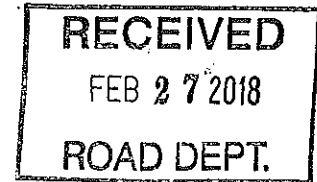
Application Received \_\_\_\_\_  
Application Fee Paid \$ \_\_\_\_\_  
Permit Issued \_\_\_\_\_

Insurance Certificate Received \_\_\_\_\_  
Indemnity Agreement Signed \_\_\_\_\_  
Deposit Received: \$ \_\_\_\_\_



Oregon

INDEMNITY AGREEMENT



Cherie Moylan, Office Manager  
County Road Department  
1054 Oregon Street  
St. Helens, Oregon 97051  
503.366.3961

Board of County Commissioners  
Columbia County Courthouse  
230 Strand, Room 331  
St. Helens, Oregon 97051  
503.397.4322

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the Amani Center - Race Against Child Abuse to be held on Sat. April 21, 2018, 2017, the undersigned sponsor/applicant for the event hereby agrees to defend, indemnify and hold Columbia County and other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers, agents and employees (the "indemnitees") harmless from:

1. All liability, damage, loss, cost or expense, including but not limited to attorney's' fees, that the indemnitees may sustain or incur on account of any damage to or destruction of any property that the county may own or in which it may have an interest;
2. All liability, damage loss, cost or expense, including but not limited to attorney's' fees, on account of any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by the sponsor/applicant, its agents or employees, of the road, site, area or facility to which the permit pertains.

Amani Center  
(Agency)  
By: [Signature]  
(Signature of Authorized Agent)

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON  
By: \_\_\_\_\_  
Chair

Dated: February 26, 2018

Dated: \_\_\_\_\_

RETURN TO:  
Columbia County Road Department  
Attn: Cherie Moylan  
1054 Oregon Street  
St. Helens, Oregon 97051  
503.366.39631(O)  
503.397.7215(Fax)  
[cherie.moylan@co.columbia.or.us](mailto:cherie.moylan@co.columbia.or.us)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**RECEIVED**  
 FEB 27 2018  
 ROAD DEPT

PRODUCER Bliss Sequoia Insurance P.O. Box 826  Salem OR 97308	CONTRACT NAME: Wauneta Ohnmacht PHONE (A/C, No, Ext): (503) 364-5401 E-MAIL ADDRESS: wauneta@blissinsurance.com FAX (A/C, No):  INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: SAIF Corp. INSURER C: INSURER D: INSURER E: INSURER F:
---	---

COVERAGES CERTIFICATE NUMBER: (17-18) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1623261	4/22/2017	5/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1623261	4/22/2017	5/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	923067	10/01/17	10/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY ABUSE/MOLESTATION			PHPK1623261	4/22/2017	5/20/2018	1,000,000 PER OCCURRENCE 3,000,000 AGG 1,000,000 PER OCCURRENCE 1,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder, their officers, agents, employees & volunteers are included as Additional Insureds as respects insureds use of premises for Race Against Child Abuse 2018 per PI-GLD-HS10/11.

<b>CERTIFICATE HOLDER</b>  Columbia County Road Dept. 1054 Oregon St. St. Helens, OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Matthew Lokan/NETA
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bliss Sequoia Insurance P.O. Box 826  Salem OR 97308		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <b>RECEIVED</b>  <b>FEB 27 2018</b>  <b>ROAD DEPT.</b> </div>	CONTACT NAME: Wauneta Ohnmacht PHONE (A/C No. Ext): (503) 364-5401 E-MAIL ADDRESS: wauneta@blissinsurance.com		FAX (A/C, No):
INSURED Columbia County Child Abuse Assessment Center dba: Amani Center PO Box 1001 St. Helens OR 97051-8001			INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: SAIF Corp. INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES      CERTIFICATE NUMBER: (17-18)      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1623261	4/22/2017	5/20/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
						Employee Benefits	\$ 1,000,000
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		PHPK1623261	4/22/2017	5/20/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/>					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	923067	10/01/17	10/01/18	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	PROFESSIONAL LIABILITY ABUSE/MOLESTATION		PHPK1623261	4/22/2017	5/20/2018	1,000,000 PER OCCURRENCE	3,000,000 AGG
						1,000,000 PER OCCURRENCE	1,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder, their officers, agents, employees & volunteers are included as Additional Insureds as respects insureds use of premises for Race Against Child Abuse 2018 per PI-GLD-HS10/11.

<b>CERTIFICATE HOLDER</b>  Columbia County Road Dept. 1054 Oregon St. St. Helens, OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Matthew Lokan/NETA
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

**RECEIVED**

**FEB 27 2018**

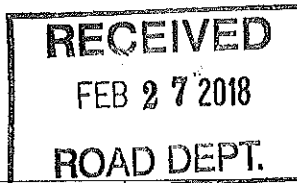
**ROAD DEPT.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10



Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**C. Non-Owned Watercraft**

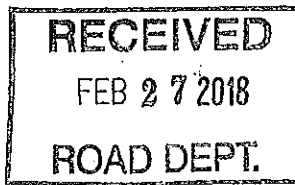
**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:



- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

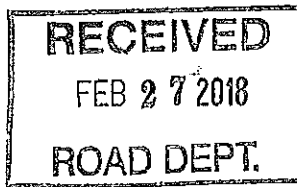
Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.



**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. Exclusions, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

- 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

- 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."





PI-GLD-HS (10/11)

**K. Key and Lock Replacement – Janitorial Services ~~Client Coverage~~**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

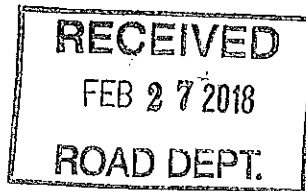
The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this



PI-GLD-HS (10/11)

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or





organization is an insured only with respect to liability for ~~bodily injury~~, "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

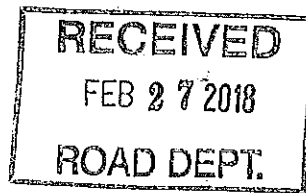
- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

  - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

    - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b)** The construction, erection, or removal of elevators; or
    - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

  - (1)** The insurance afforded the vendor does not apply to:

    - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b)** Any express warranty unauthorized by you;
    - (c)** Any physical or chemical change in the product made intentionally by the vendor;
    - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



PI-GLD-HS (10/11)

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

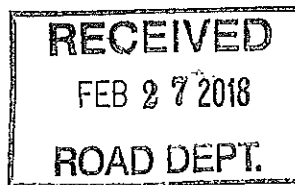
**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**



PI-GLD-HS (10/11)

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;



PI-GLD-HS (10/11)

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.





AMANI CENTER  
Columbia County Child Abuse Assessment Program

Mailing Address: PO Box 1001, St Helens, OR 97051

Medical Assessment & Administrative Office: 1621 Columbia Blvd., St. Helens, OR 97051

Phone: (503) 366-4005 Fax: (503) 366-0314 e-mail: amanicenter@comcast.net

February 26, 2018



Columbia County Roads Dept.  
1054 Oregon Street  
St. Helens, OR 97051

RE: Delay in Payment for 2018 Amani Center Race Against Child Abuse Application

Dear Columbia County Road Department,

The Amani Center is requesting a delay in the payment for our event application regarding the 10<sup>th</sup> Annual Race Against Child Abuse on Saturday, April 21, 2018.

Due to the new way our payments are processed, there is a lag time in check requests and we are already a little behind in getting this application in for approval. Additionally, per new agency policy, we require an invoice or approved application to be submitted to our bookkeeping company before they can cut a check. This is to prevent the need of canceling checks if an application were to be denied, which creates havoc in our accounting system.

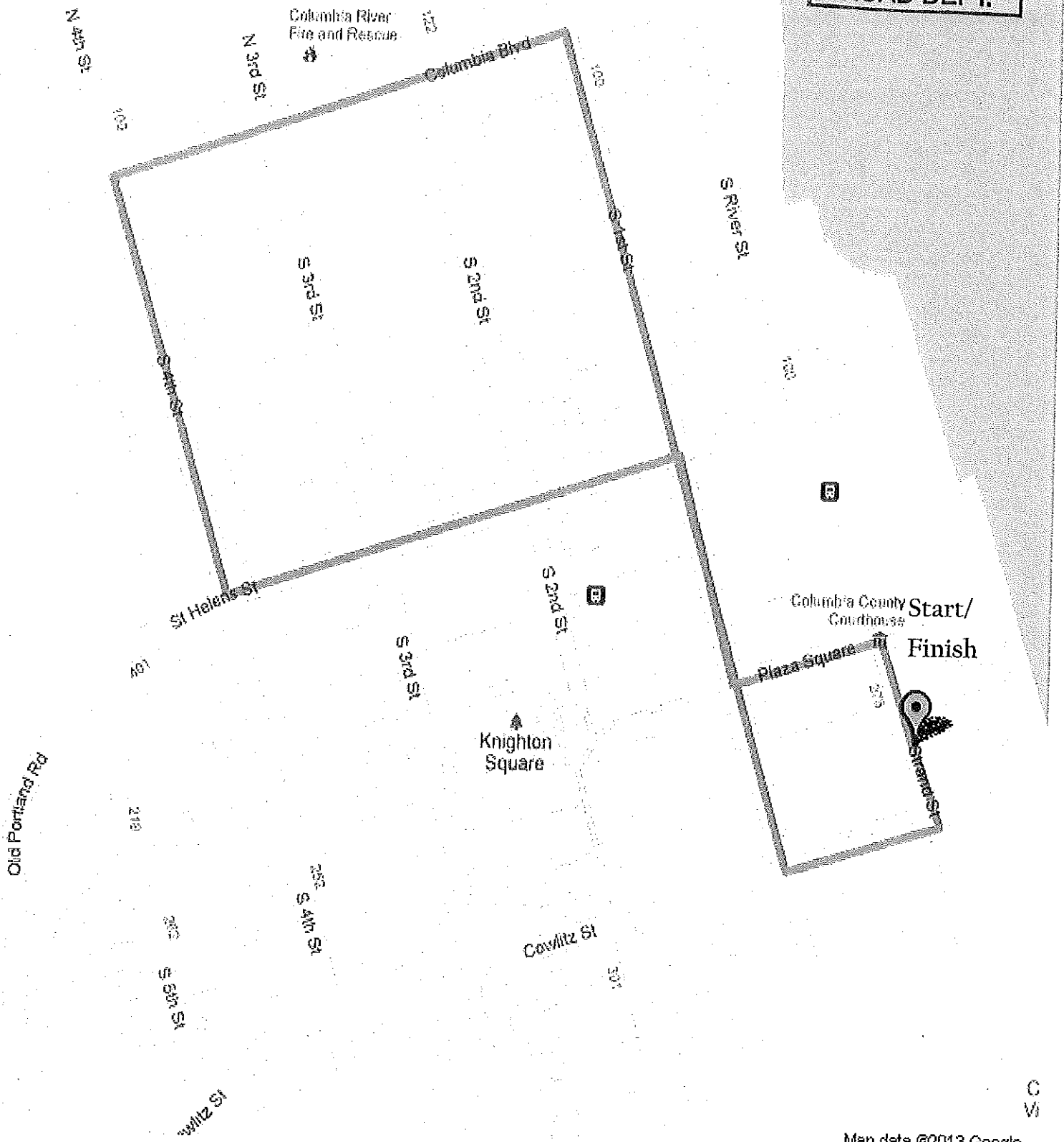
We respectfully request that the Columbia County Commissioners review our application for our upcoming event on Saturday, April 21, 2018, before payment is submitted. If the Commissioners find in favor of the application, we are happy to accept a "tentative approval pending payment" so that we can submit a check request and get payment processed soon after the tentative approval.

Thank you for your time and consideration on this matter.

Sincerely,

Beth Pulito  
Fundraising & Outreach Coordinator

RECEIVED  
MAR 02 2018  
ROAD DEPT.



1 Mile Walk/Run

Please follow the chalk arrows



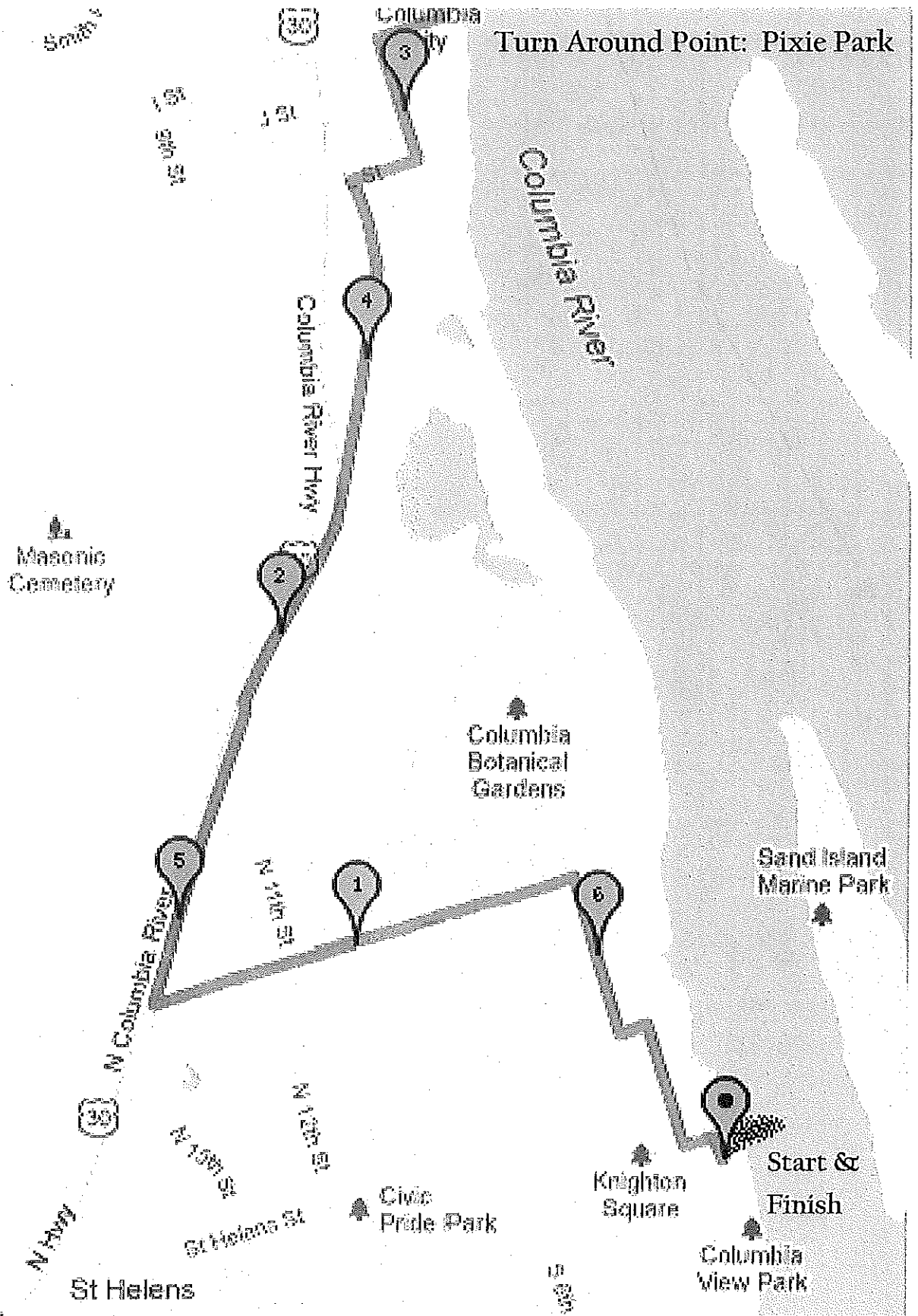


10k

RECEIVED

MAR 02 2018

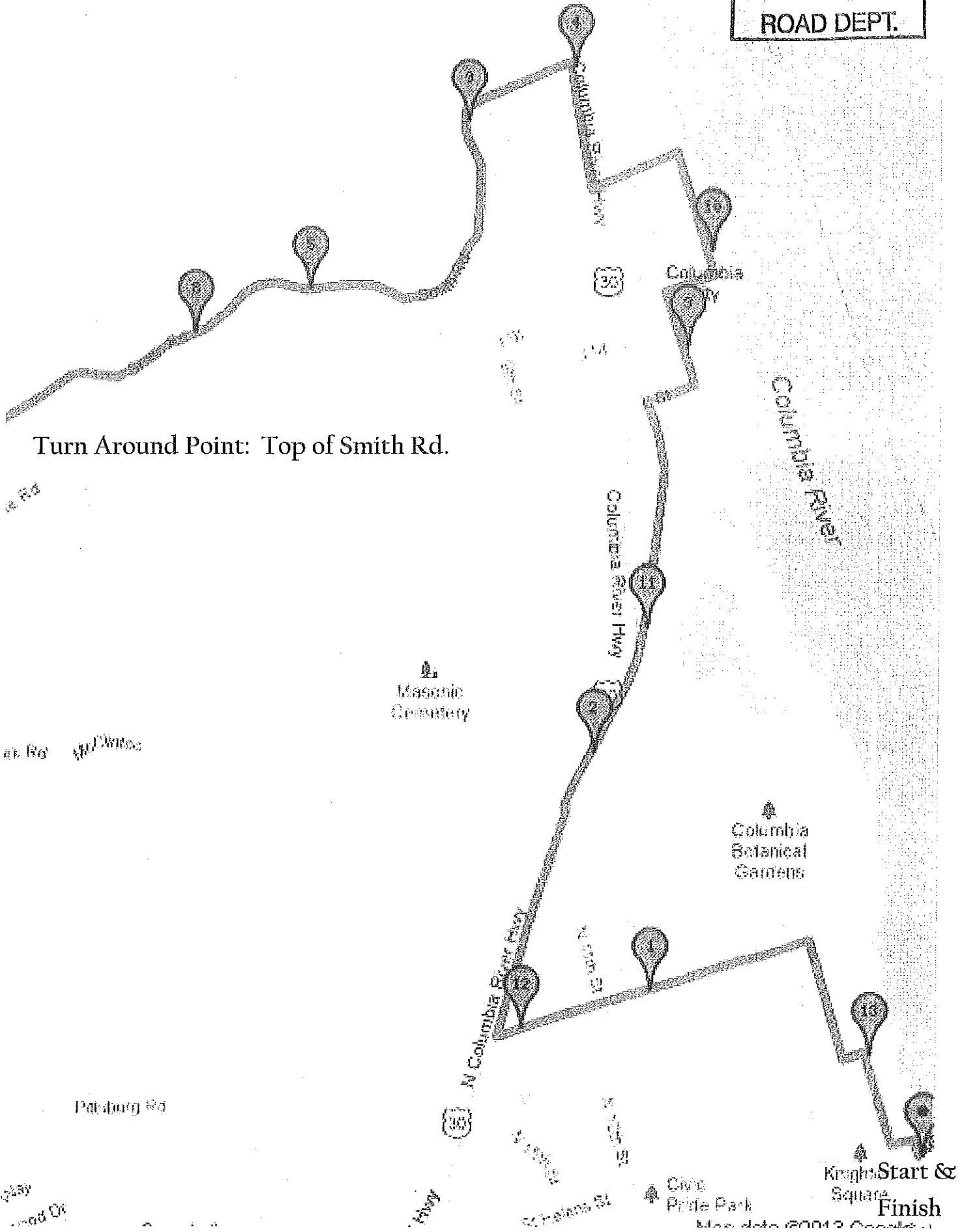
ROAD DEPT.



Bell  
k

# Half Marathon

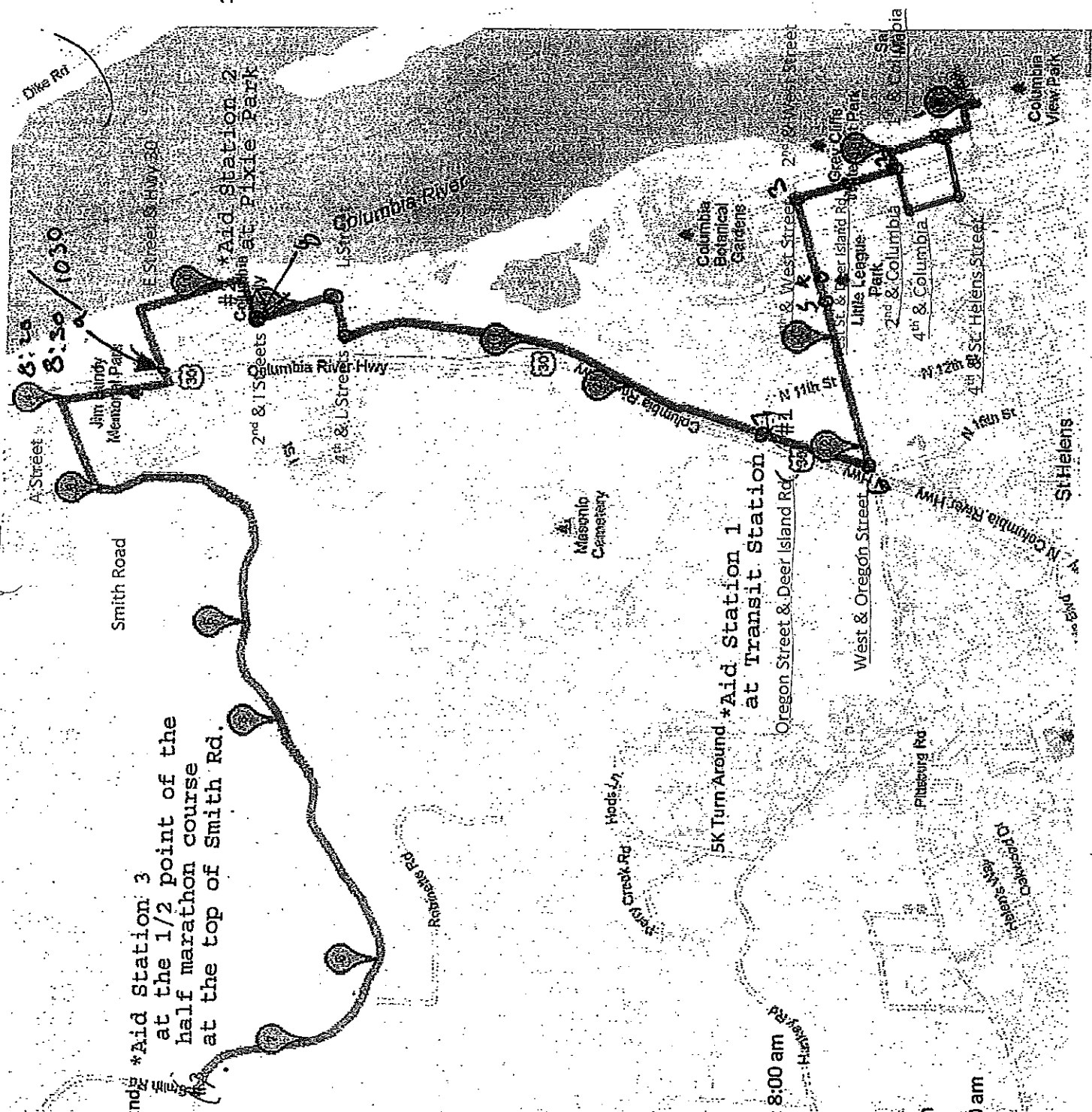
RECEIVED  
MAR 02 2018  
ROAD DEPT.



1/2 Marathon Turn Around  
 \*Aid Station 3  
 at the 1/2 point of the  
 half marathon course  
 at the top of Smith Rd.

10K Turn Around

1 Mile Walk/Run



Start Time :

Half Marathon Start: 8:00 am

10k Start: 9:00 am

5k Start: 9:15 am

1 Mile Start: 9:30 am

Course Closes: 11:30 am

Awards: 11:00 am