

# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 8, 2018 10:00 a.m. - Room 308

## **BOARD MEETING AGENDA**

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#### CALL TO ORDER/FLAG SALUTE

#### MINUTES:

Minutes, August 1, 2018 Board meeting. Minutes, August 1, 2018 Work Session

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

#### **CONSENT AGENDA:**

- (A) Ratify the Select to Pay for the week of 08.06.18.
- (B) Ratify Partition Plat for Scott Parker, Scappoose.
- (C) Order No. 31-2018, "In the Matter of the Cancellation of Uncollectible Personal Property Taxes".
- (D) Order No. 35-2018, "In the Matter of Declaring Certain Personal Property Owned by Columbia County to be Surplus to the County's Needs and Directing Disposal or Sale Thereof [Road Dept. Equipment and Vehicles]".

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

- (E) Rescind 5.10.18 approval of C27-2018 Amendment #1 to Grant Agreement #17-505 with the Oregon Office of Emergency Management and authorize the Chair to sign.
- (F) Approve C27-2018 Amendment #1 to Grant Agreement #17-505 with the Oregon Office of Emergency Management and Authorize the Chair to sign.
- (G) C85-2018 ODOT Agreement #32275 for Gable Road Culvert Repairs.

### **DISCUSSION ITEMS:**

- Cherie Moylan, Public Road Event Permits:
  - Wings & Wheels Half Marathon;
  - Hood to Coast Relay
- Holly Miller- Broadband Project Consultant Procurement

#### **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.

# BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

In the Matter of the Cancellation of Uncollectible Personal Property Taxes

ORDER NO. 31-2018

WHEREAS, ORS 311.790, read in conjunction with ORS 203.145(3) provides that, if the Tax Collector and County Counsel determine that taxes on personal property are for any reason wholly uncollectible, they may request from the Board an order directing that the taxes be cancelled; and

WHEREAS, the Tax Collector and County Counsel have made a request, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, for an order that taxes shown on the list of tax accounts, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference, be cancelled for the reasons shown therein; and

WHEREAS, the Board having reviewed the attached list of tax accounts finds that the property taxes shown thereon are indeed wholly uncollectible;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. The Columbia County Tax Collector is hereby directed to cancel the personal property taxes shown on Exhibit "B".
- 2. The warrants issued for the collection of these taxes be cancelled without charge by the Columbia County Clerk.

| Dated this, 2018.           |   |
|-----------------------------|---|
|                             | BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON |
|                             | By:<br>Margaret Magruder, Chair                           |
|                             | By:<br>Henry Heimuller, Commissioner                      |
|                             | By:<br>Alex Tardif, Commissioner                          |
| Approved as to form         |   |
| By:Office of County Counsel | _   |

#### **EXHIBIT "A"**

## Interoffice Memorandum

OFFICE OF COUNTY COUNSEL - SARAH HANSON

TO

Board of Commissioners

FROM

: Sarah Hanson

MaryAnn Guess, Deputy Tax Collector

DATE

: August 2, 2018

RF

Uncollectable Personal Property Taxes

SUBJECT : Request for Cancellation

ORS 311.790 provides that the Tax Collector and District Attorney may request the Board for an order directing that uncollectable personal property taxes be cancelled if they are considered wholly uncollectable. ORS 203.145(3) provides that the County Counsel shall advise the Board and other County officers in connection with questions of a civil nature arising in the discharge of their functions.

MaryAnn Guess, Deputy Tax Collector, prepared a list of uncollectable personal property accounts and I have reviewed it. We are in agreement that the taxes shown thereon are wholly uncollectable. Therefore, we are requesting the Board issue an order directing that they be cancelled.

Thank you for your consideration

MaryAnn Guess, Deputy Tax Collector

Sarah Hanson, County Counsel

#### COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

Exhibit B

### "TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

| AMOUNT DUE |                                    |                 |             |  |
|------------|------------------------------------|-----------------|-------------|--|
| ACCOUNT    |                                    | TAX YR BUSINESS | MANF STRUCT | REASON UNCOLLECTIBLE   |
| 1143       | Larson, Jason Lee & Melanie Rachel | 2017            |             | Received notice of abandonment   |
|            |                                    | 2016            |             | Last Payment Received 2/2016   |
|            |                                    |                 | 1,010.98    | -  |
| 4750       | Cimpaine Balant                    | 0045            | 10.01       | D  |
| 1758       | Simonian, Robert                   | 2015            |             | Property query shows as an abandonment   |
|            |                                    | 2014            |             | Last Payment Received 11/2012  |
|            |                                    | 2013            | 43.32       | -  |
|            |                                    |                 | 142.31      | •  |
| 1814       | Smith, Scott E                     | 2017            | 02.92       | Abandoned - Left State and Unable to Locate  |
| 1014       | Simili, Good E                     | 2016            |             | Last Payment Received 3/2017   |
|            |                                    | 2015            | 57.44       | Last Payment Neceived 3/2017   |
|            |                                    | 2010            | 232.29      |  |
|            |                                    |                 | 202.20      | <del>.</del>   |
|            |                                    |                 |             |  |
| 1841       | Larsen, Jette M                    | 2017            | 83.97       | Received form hersner hunter attorney  |
|            |                                    | 2016            |             | Last Payment Received 1/2012   |
|            |                                    | 2015            | 61.92       | •  |
|            |                                    | 2014            | 54.87       |  |
|            |                                    | 2013            | 52.69       |  |
|            |                                    | 2012            | 59.65       |  |
|            |                                    |                 | 412.88      | =  |
|            |                                    |                 |             |  |
| 1984       | Edwards, Mary S & Lynne L          | 2015            | 44.14       | Notice of abandoned Mobile Home received - by  |
|            |                                    | 2014            | 39.15       | Nov 3, 2015 must be removed  |
|            |                                    | 2013            | 39.58       | Last Payment Received 2/2006   |
|            |                                    | 2012            | 40.19       | •  |
|            |                                    | 2011            | 93.90       |  |
|            |                                    | 2010            | 100.35      |  |
|            |                                    | 2009            | 98.51       |  |
|            |                                    | 2008            | 104.56      |  |
|            |                                    | 2007            | 110.09      |  |
|            |                                    | 2006            | 115.49      |  |
|            |                                    | 2005            | 2.16        |  |
|            |                                    |                 | 788-12      | 5  |
|            |                                    |                 | ,           | •  |
| 2566       | Sanders, Barbara                   | 2017            | 53.74       | From Stephen D Petersen LLC; 4/15/16 Letter of   |
|            |                                    | 2016            | 52.59       | abandonded   |
|            |                                    | 2015            | 37.96       | Last Payment Received 11/2014  |
|            |                                    |                 | 144.29      |  |
| 0574       | Manage Miller (mailer 2 a a a      | 0047            | 22 - 1      | Nacional de la companya de la compan |
| 2574       | Koppe, Wilhelmina & Gerardus       | 2017            |             | Notice to remove personal property 45 days as of   |
|            |                                    | 2016            |             | 12/21/2017 per Lewis Hanson and Co.  |
|            |                                    | 2015            |             | Last Payment Received 11/2004  |
|            |                                    | 2014            | 52.14       |  |
|            |                                    | 2013            | 46.01       |  |
|            |                                    | 2012            | 52.10       |  |
|            |                                    | 2011            | 290.68      |  |
|            |                                    | 2010            | 314.84      |  |
|            |                                    | 2009            | 301.01      |  |
|            |                                    | 2008            | 317.20      |  |
|            |                                    | 2007            | 310.22      |  |
|            |                                    | 2006            | 20.25       |  |
|            |                                    | 2005            | 205.34      | -  |
|            |                                    |                 | 2,128.78    | <u>-</u>   |
| 32369      | Simpson, Bobbi J                   | 2017            | 4Q 04       | Greenew & Markley, P.C. Dec. 1, 2016 must arrange  |
| J2303      | Lewis, Gary Alan                   | 2017            |             | removal of structure to be mved before Jan. 18, 2017   |
|            | Lowis, Gary Alair                  | 2010            | 50.02       | Tempyar of structure to be firved before daily 10, 2017  |

### COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

Exhibit B

#### "TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

|         | ,                   |                 | OUNT DUE |   |
|---------|---------------------|-----------------|----------|---|
| ACCOUNT | OWNER               | TAX YR BUSINESS |          | REASON UNCOLLECTIBLE                    |
|         |                     | 2015            |          | No Payments Received                    |
|         |                     |                 | 135,24   | ··<br><del>-</del>                      |
| 434064  | Brandenfels, Martin | 2015            | 8.43     | Removed - Property Foreclosed           |
|         |                     | 2014            | 8.56     | Last Payment Received 10/2015           |
|         |                     | 2013            | 8.62     |   |
|         |                     | 2012            | 8.52     |   |
|         |                     | 2011            | 40.61    |   |
|         |                     | 2010            | 43.78    |   |
|         |                     | 2009            | 43.38    |   |
|         |                     |                 | 161.90   |   |
| 434062  | Brandenfels, Martin | 2012            | 8.52     | Removed - Property Foreclosed           |
|         |                     | 2011            |          | No Payments Received                    |
|         |                     | 2010            | 29.90    | •                                       |
|         |                     | 2009            | 29.67    |   |
|         |                     | <b></b>         | 96.10    |   |
| 433059  | Brandenfels, Martin | 2015            | 8.43     | Removed - Property Foreclosed           |
|         |                     | 2014            |          | Last Payment Received 10/2015           |
|         |                     | 2013            | 8.62     |   |
|         |                     | 2012            | 8.52     |   |
|         |                     | 2011            | 36.84    |   |
|         |                     | 2010            | 36.84    |   |
|         |                     | 2009            | 21.79    |   |
|         |                     | 2000            | 129.60   | 5<br>2                                  |
| 1600    | Brandenfels, Martin | 2015            | 26.93    | Removed - Property Foreclosed           |
|         |                     | 2014            |          | Last Payment Received 10/2015           |
|         |                     | 2013            | 21.87    | • |
|         |                     | 2012            | 20.29    |   |
|         |                     | 2011            | 68.58    |   |
|         |                     | 2010            | 68.32    |   |
|         |                     | 2009            | 68.21    |   |
|         |                     | 2008            | 53,61    |   |
|         |                     | 2007            | 56.29    |   |
|         |                     | 2006            | 58.79    |   |
|         |                     | 2000            | 467.02   | <del>.</del>                            |
|         |                     |                 |          | -                                       |
| 433058  | Brandenfels, Martin | 2015            |          | Removed - Property Foreclosed           |
|         |                     | 2014            |          | Last Payment Received 10/2015           |
|         |                     | 2013            | 38.80    |   |
|         |                     | 2012            | 45.48    |   |
|         |                     | 2011            | 45.38    |   |
|         |                     | 2010            | 45.33    |   |
|         |                     | 2009            | 26.17    |   |
|         |                     |                 | 283.73   |   |
|         |                     | TOTAL           | 6,133.24 |   |

# BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

In the Matter of Declaring Certain Personal Property Owned by Columbia County to be Surplus to the County's Needs and Directing the Disposal or Sale Thereof

ORDER NO. 35-2018

Alex Tardif, Commissioner

[Road Department Equipment & Vehicles]

WHEREAS, the Columbia County Road Department has determined that the items of County-owned property listed in Exhibit A, attached hereto and incorporated herein by this reference, are no longer needed for use by Columbia County and should be declared surplus and disposed of in accordance with the Columbia County Public Contracting Rules (Ordinance No. 2015-2, as amended); and

WHEREAS, the items listed in Exhibit A have a current market value ranging between \$500 and \$10,000; and

WHEREAS, under the Columbia County Public Contracting Rules (Ordinance No. 2015-2, as amended), items that the County no longer needs may be declared surplus and disposed of by certain approved methods; and

WHEREAS, the Road Department proposes to dispose of the surplus property by first offering the items to other public entities and then by public auction to the highest bidder, both of which are approved methods under the County's Public Contracting Rules;

#### NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS:

- 1. The property identified in Exhibit A is declared surplus to the County's needs.
- 2. The property identified in Exhibit A shall be offered to other public entities and/or sold at public auction.
- 3. The Finance Director is authorized to sign titles transferring the ownership of the vehicles.

| DATED this day of            | , 2018.  |
|------------------------------|--|
|                              | BOARD OF COUNTY COMMISSIONERS<br>FOR COLUMBIA COUNTY, OREGON |
|                              | By:<br>Margaret Magruder, Chair                              |
| Approved as to form          | By:<br>Henry Heimuller, Commissioner                         |
| By: Office of County Counsel | <br>By:  |

## **2018 DISPOSAL LIST**

| EQ#   | YEAR | MAKE         | MODEL                            | VIN # or SER #    | E-PLATE  | MARKET VALUE |
|-------|------|--------------|----------------------------------|-------------------|----------|--------------|
| 122-R | 1996 | Jeep         | Cherokee 4X4                     | 1J4FJ27S2TL235944 | E-197515 | \$500.00     |
| 144-R | 1997 | Ford         | Ranger 4X4 PU                    | 1FTCR15U3VPA94250 | E-203383 | \$500.00     |
| 261-R | 1997 | Chevrolet    | ¾ Ton PU                         | 1GCGC24R0VZ226715 | E-203391 | \$2,000.00   |
| 262-R | 1997 | Chevrolet    | ¾ Ton PU                         | 1GCGC24R6VZ227755 | E-203392 | \$500.00     |
| 264-R | 2001 | Dodge        | ¾ Ton 4X4 PU                     | 3B7KF26Z71M267417 | E-212031 | \$2,500.00   |
| 273-R | 2006 | Chevrolet    | Coloradro 4x4 PU                 | 1GCDT136068271357 | E-234360 | \$3,500.00   |
| 328-R | 1964 | Shop Built   | Flatbed Trailer                  | TRL43234          | E-159439 | \$1,000.00   |
| 338-R | 1973 | White        | Sander                           | 391301            | E-116791 | \$1,000.00   |
| 344-R | 1974 | White        | 10 yd. Dump                      | L0N3FNI447602     | E-118199 | \$1,000.00   |
| 347-R | 1974 | GMC          | 5 yd. Dump                       | TCE664V604451     | E-120728 | \$1,000.00   |
| 350-R | 1996 | Chevrolet    | 1 Ton Patch Truck                | 1GBKC34J1TJ111258 | E-198587 | \$2,000.00   |
| 359-R | 1979 | Chevrolet    | 5 yd. Dump / Plow                | C17DE9V141954     | E-141481 | \$1,000.00   |
| 387-R | 1993 | Technician   | 8167 Flatbed Trailer             | 1T9S07H21PP378167 | E-191178 | \$2,000.00   |
| 418-R | 1974 | John Deere   | 570A Grader                      | 002520T           | N/A      | \$7,500.00   |
| 425-R | 1990 | Gradall      | G660E Rubber Tire Excavator      | LOWER# NA-G016490 | E-175146 | \$10,000.00  |
| 511-R | 1979 | Yale         | 1700C Front End Loader           | 17-2059           | N/A      | \$2,500.00   |
| 515-R | 1968 | John Deere   | 350D Bulldozer                   | 217462            | N/A      | \$1,500.00   |
| 600-R | 1995 | Ford/Tiger   | 6640 Mower                       | Tractor # 003658B | N/A      | \$2,000.00   |
| 645-R | 1988 | Ford         | 6610-EA414C Tractor Mower        | BB40825           | E-166672 | \$4,000.00   |
| 646-R | UNKN | Gallion      | Rubber Tire Roller               | 9 PC-125-5032     | N/A      | \$2,500.00   |
| 669-R | UNKN | Brothers     | SP2800 Pneumatic Roller          | 7942              | N/A      | \$2,500.00   |
| 679-R | 1995 | Bulldog      | Flatbed Utility Trailer          | 4RJFS202351100279 | None     | \$1,000.00   |
| 683-R | 1991 | MSI          | Tow Tack Sprayer                 | 1M9AB1119MR389006 | E-229555 | \$500.00     |
| 684-R | 1991 | Etnyre       | Chip Spreader                    | K5188             | E-181716 | \$10,000.00  |
| 698-R | 2011 | Home Built   | Portable Slip-on Tack Unit       | none              | N/A      | \$1,500.00   |
| 718-R | UNKN | Kohler       | Portable Light Plant             | Generator: 060840 | N/A      | \$500.00     |
| 739-R | UNKN | Lincoln      | AC-225-S Stick Welder            | 7050-107          | N/A      | \$100.00     |
| 740-R | UNKN | MI-T-M Corp. | HSP2003 Pressure Washer          | 14775             | N/A      | \$100.00     |
| 763-R | UNKN | Lincoln      | AC-225-S Welder                  | 7351-408          | N/A      | \$100.00     |
| 772-R | UNKN | Over-Lowe    | TP-5A4-DC Elect. Flood Light Set | 851210/m          | N/A      | \$500.00     |
| 855-R | UNKN | Unknown      | Shoulder Rocker                  | cannot locate     | N/A      | \$500.00     |

\$65,800.00

Misc. Contracts and Agreements No. 32275

# LOCAL AGENCY AGREEMENT EMERGENCY RELIEF PROGRAM

Gable Road Culvert Repairs
Columbia County

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," or "ODOT," and COLUMBIA COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

#### **RECITALS**

- 1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
- 2. The portion of Gable Road on which this project will be constructed is a part of the county road system under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

#### **TERMS OF AGREEMENT**

- 1. Under such authority, State and Agency agree to construct permanent culvert replacements caused by flooding in December 2015, hereinafter referred to as "Project." The Project consists of replacement of an existing culvert with a full fish passage culvert on Gable Road at Columbia Boulevard. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
- 2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$224,953, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$201,850, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, which is 89.73 percent, with Agency providing the 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of the available federal funds.

- 3. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
- 4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
- 5. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. The Project will be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties, or such time as set forth in the *ER Manual* published by the FHWA. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred can be authorized with a request to extend the timeframe from the Agency to FHWA. Additional information can be obtained at <a href="http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i">http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i</a>.
- 6. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1), shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
- 7. As required by 2 CFR 200.331(a)(4), the indirect cost rate for this Project at the time the Agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to State and State's subsequent written approval.
- 8. If the approved rate changes during the term of this Agreement, Agency shall invoice State using the current indirect cost rate(s) for the project on file with State at the time the work is performed. If Agency does not have an approved indirect cost rate on file with State at the time the work is performed, Agency shall invoice State using a zero percent (0%) rate.
- 9. When the Project scope includes work on sidewalks, curb ramps, or pedestrianactivated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
  - a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards:

- b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address: <a href="http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx">http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx</a>; and
- d. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- 10. Agency shall, at its own expense, maintain and periodically inspect any sidewalks, curb ramps, and pedestrian-activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of this Agreement.
- 11. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <a href="http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf">http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf</a> and <a href="http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf">http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf</a>. If, in the preceding fiscal year, Agency received more than eighty percent (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as "Exhibit B."
- 12. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

- 13. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation 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, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
- 14. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and 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 Agency's contractor is prohibited from defending the State of Oregon, or that Agency's 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 Agency's contractor if the State of Oregon elects to assume its own defense.
- 15. This Agreement may be terminated by mutual written consent of both Parties.
- 16. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
  - a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
    - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
    - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
    - iii. If Agency fails to provide payment of its share of the cost of the Project.

- b. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
  - If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - ii. If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
- 17. If Agency terminates this Agreement for convenience, as described in General Provisions, paragraph 16 above, Agency must reimburse State for all federal funds expended on the Project. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency termination.
- 18. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.
- 19. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement will control over the attachments, and Attachment 1 will control over Attachment 2.
- 20. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- 21. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 22. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
- 23. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 24. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement will not constitute a waiver by State of that or any other provision.
- 25. State's Project Manager for this Project is Bill Jablonski, Local Agency Liaison, ODOT, Area 1, 350 West Marine Drive, Astoria, Oregon 97103; phone: (503) 338-7334; email: <a href="mailto:william.r.jablonski@odot.state.or.us">william.r.jablonski@odot.state.or.us</a>, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
- 26. Agency's Project Manager for this Project is Tristan Wood, Engineering Project Coordinator, Columbia County Roads Department, 1054 Oregon Street, St. Helens, Oregon 97051; phone: (503) 397-5090; email: <a href="mailto:tristan.wood@co.columbia.or.us">tristan.wood@co.columbia.or.us</a>, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

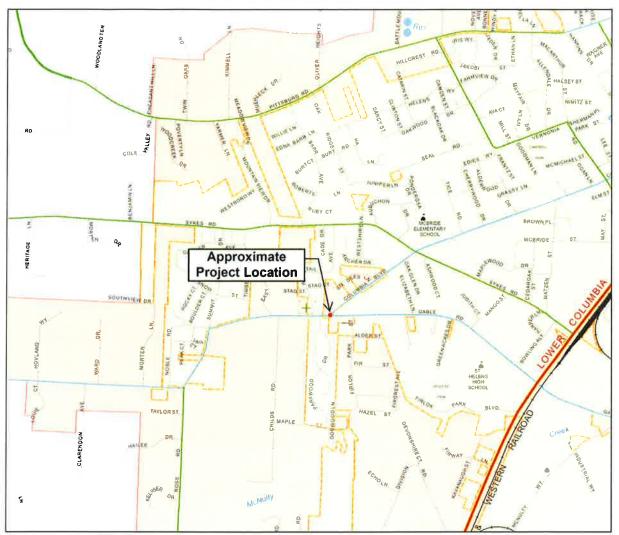
This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 19840) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

Under authority from State Delegation Order No. HWY-01, Paragraph No. B.5, the Maintenance Engineer is authorized to declare an emergency and Federal Emergency Relief Program Funds were approved by FHWA on May 2, 2016.

Columbia County / State of Oregon – Dept. of Transportation Agreement No. 32275

| <b>COLUMBIA COUNTY</b> , by and through its elected officials                  | <b>STATE OF OREGON</b> , by and through its Department of Transportation |
|--|--|
| ByChair  | By<br>Region 2 Manager   |
| ByCommissioner   | Date   |
| ByCommissioner   | APPROVAL RECOMMENDED   |
| Date   | By<br>Region 2 Project Delivery Manager                                  |
|  | Date   |
| APPROVED AS TO LEGAL FORM  |  |
| ByCounty Legal Counsel   | By<br>Area 1 Manager   |
| Date   | Date   |
|  | ByState Traffic Engineer   |
| Agency Contact: Tristan Wood, Engineering Project Coordinator                  | Date   |
| Columbia County Roads Department<br>1054 Oregon Street<br>St. Helens, OR 97051 | By<br>Area 1 Local Agency Liaison  |
| Phone: (503) 397-5090<br>Email: tristan.wood@co.columbia.or.us                 | Date   |
| State Contact:   | APPROVED AS TO LEGAL   |
| Bill Jablonski, Local Agency Liaison<br>ODOT, Area 1                           | SUFFICIENCY  |
| 350 West Marine Drive<br>Astoria, OR 97103                                     | Assistant Attorney General   |
| Phone: (503) 338-7334 Email: william.r.jablonski@odot.state.or.us              | Date   |

**EXHIBIT A – Project Location Map**Gable Road at Columbia Boulevard



# Exhibit B Federal Funding Accountability Transparency Act (FFATA) Subaward Reporting

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State".)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

| <u>Le</u> | gal entity name:  |   |  |
|-----------|---|---|--|
| Da        | ta Universal Number System (DUNS) number:   | -   |  |
| Ex        | ecutive compensation ecution compensation information is also required to determin ust be reported in FSRS:   | e whether or not the following information  |  |
| a.        | a. In your organization's previous fiscal year, did your organization receive 80% or more of its annu gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grant subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)  Yes No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.  |   |  |
| b.        | Does the public have access to information about the comporganization (Including parent organization, all branches, and reports filed under section 13(a) or 15(d) of the Securities 78m(a), 78o(d) or section 6104 of the Internal Revenue Code  Yes No If "yes," provide a link to the SEC: <a href="http://w.located and return form to the ODOT con Provide link here:">http://w.located and return form to the ODOT con Provide link here:</a> If "no," provide compensation information mes and annual compensation amounts of the five most highly | d all affiliates worldwide) through periodic and Exchange Act of 1934 (15 U.S.C of 1986?  www.sec.gov where this information is stact shown at the bottom of this form. |  |
|           |   | \$  |  |
|           |   | \$  |  |
| 3         |   | \$\$  |  |
| 4         |   | \$  |  |
|           | siness entity contact information (person completing form):   | \$  |  |
| Ьu        | siness entity contact information (person completing form).   |   |  |
| Ту        | pe name Title Date  |   |  |
| Re<br>Tra | turn completed form to: Jeff Flowers, Program and Funding Services Insportation, 555 13 <sup>th</sup> Street NE, Salem, OR 97301; <u>Jeffrey.A.FLOWE</u>  | Manager, Oregon Department of<br>RS@odot.state.or.us  |  |

Columbia County / State of Oregon – Dept. of Transportation Agreement No. 32275

#### **Background on FFATA requirements**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

#### **Definition of compensation**

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: http://edocket.access.gpo.gov/2010-22705.pdf

If you have any questions, contact:
Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13<sup>th</sup> Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us

Telephone: (503) 986-4453

# ATTACHMENT NO. 1 SPECIAL PROVISIONS

- Agency, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist State with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments.
- 2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with State-qualified personnel, to allow State to make all contractor payments. Agency shall be responsible for contract administration, construction engineering and inspection, and will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
- 3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
- 4. State may make available the State's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as federal participating costs or that are not included as part of the total cost of the Project.
- 5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per of this Agreement.
- 6. Agency shall pay all reimbursable costs of the Project, submit all claims for federal-aid participation to State in the manner described in the Standard Provisions and compile accurate cost accounting records. When the actual total cost of the Project has been computed, Agency shall furnish State with an itemized statement of final costs. State will reimburse Agency at the appropriate rate for costs incurred. Reimbursement to Agency shall take place after Emergency Relief funds are released to State.
- 7. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
- 8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

# ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

#### PROJECT ADMINISTRATION

- 1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
- 2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
- 3. Non-certified agencies must contract with State or a State certified local public agency to secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. Non-certified agencies may use a State-approved consultant to perform preliminary engineering, and construction engineering services.

#### PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

#### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use inkind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used. State will specify the Catalog of Federal Domestic Assistance

(CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in 2 CFR 200.330.

- 6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
- 7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
- 8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
- 9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
- 10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to

STDPRO-2015.doc Rev. 04-28-2015 December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.

- 11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
- 12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG). Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within fortyfive (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition ((2 CFR 200.333(c)).
- 13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit

- with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
- 14. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
- 15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

#### **STANDARDS**

- 16. Agency agrees that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). Agency shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version), or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. Agency may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
- 17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
- 18. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon

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State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

- 19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
- 20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

### PRELIMINARY & CONSTRUCTION ENGINEERING

- 21. Preliminary engineering and construction engineering may be performed by either a) State, b) Agency, c) State-approved consultant, or d) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State or certified agency shall, if they prepare any of the documents identified in this paragraph, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
- 22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
- 23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
- 24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

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- 25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's *Manual of Field Test Procedures*, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
- 26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

# REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at <a href="https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe prog plan.aspx">https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe prog plan.aspx</a>. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

### DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS

- 28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:
  - "The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."
- 29. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; 2 CFR 1201, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

#### **RIGHT OF WAY**

- 31. Agency and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the ODOT Right of Way Manual, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
- 32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project provided Agency or the consultant are qualified to do such work, as required by the ODOT Right of Way Manual, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
- 33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
- 34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

Columbia County / State of Oregon – Dept. of Transportation Agreement No. 32275

- 35. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.
- 36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

#### **RAILROADS**

37. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at Project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

#### UTILITIES

38. Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

#### **GRADE CHANGE LIABILITY**

- 39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
- 40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
- 41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

#### **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project

is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

#### CONTRIBUTION

- 43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- 44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- 45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

#### ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

**LOBBYING RESTRICTIONS** – pursuant to Form FHWA-1273, Required Contract Provisions 48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

# **COLUMBIA COUNTY**

# Road Department



ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397–5090
Fax (503) 397–7215
publicworks@co.columbia.or.us
www.co.columbia.or.us

TO:

Columbia County Board of Commissioners

Robin McIntyre, Asst. County Counsel

cc: Mike Russell, Lonny Welter (w/out attachments)

FROM:

Cherie Moylan, Office Manager

DATE:

July 27, 2018

SUBJECT:

2018 Hood to Coast Relay

Columbia County received the attached application for a Public Road Event Permit for the Foote Sports Productions, Inc. – Hood to Coast Relay, to be conducted on Friday thru Saturday, August 24-25, 2018. They are expecting approximately 18,000 runners/walkers, and will be using City, County, and State roads as listed below.

The event will start coming through Columbia County at approximately 7:00am on Friday, August 24th, using Hwy 30, and will proceed to the following roads: High School Way (to Scappoose HS), Highway 30, either Millard, Bachelor Flat, Saulser, East Kappler, Sykes, West Kappler, Brinn, Pittsburg, Gensman, (or Hwy 30, Firlock Park, St. Helens HS), Sykes, Pittsburg, Sunset, Columbia, Gable, West Kappler, Brinn, Schaffer, Apiary, past Camp Wilkerson, Hwy 47, past Peterson (fire) Station, Natal Grange, Country Museum, Nehalem Valley Automotive, Fishhawk, Birkenfeld Community Church, and Hwy 202, where they will leave Columbia County at approximately 1:30pm on Saturday, August 25th. Rest stops will be positioned along the route.

## **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:

Memo to BOC Hood to Coast 2018 July 27, 2018 Page 2.

- 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: (Please see Page 3.)

This is the 36<sup>th</sup> annual Hood to Coast Relay event, with each event having been a success. It is therefore recommended by staff that the Board approve this permit.

#### **Recommended Motions:**

- Motion 1: Approve the public road event permit for the Foote Sports
   Productions, Inc. Hood to Coast Relay.
- Motion 2: Approve the Indemnity Agreement with the Foote Sports
   Productions, Inc. Hood to Coast Relay
   and authorize the Chair to sign.

#### Attachments:

- Permit Application, dated May 3, 2018
- Indemnity Agreement, dated July 19, 2018
- Certificate of Liability Insurance, dated February 8, 2018
- Course Map and Route Instructions

/cm Encl Memo to BOC Hood to Coast 2018 July 27, 2018 Page 3.

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Steve Salle' no response
- Columbia County Emergency Management, Steve Pegram NO ISSUES
- State Police, Sgt. Luke Schwartz **NO ISSUES**
- ODOT, Mark Buffington **NO ISSUES**, will issue letter of authority
- Columbia River Fire & Rescue, Mike Greisen NO ISSUES
- Scappoose City Police, Norman Miller **NO ISSUES**
- Scappoose City Administrator, Mike Sykes no response
- Scappoose City Public Works, Dave Sukau no response
- St. Helens City Police, Terry Moss no response
- St. Helens City Administrator, John Walsh no response
- St. Helens City Public Works, Neal Sheppeard NO ISSUES
- St. Helens City Mayor, Rick Scholl no response
- Rainier City Police, Gregg Griffith no response
- Clatskanie City Fire, Steve Sharek no response
- Clatskanie City Fire, Bruce Holsey no response
- Clatskanie City Administrator, Gregory Hinkelman no response
- Vernonia City Police, Mike Conner NO ISSUES
- Vernonia City Administrator, Josette Mitchell no response
- Vernonia City Public Works, Jeff Burch no response
- Mist-Birkenfeld Rural Fire, Dave Crawford no response
- Mist-Birkenfeld Rural Fire, Ann Berg no response
- Columbia City Police, Mike McGlothlin NO ISSUES
- County Forests, Parks & Recreation, Casey Garrett no response
- Mike Russell, Road Dept. Director, (info only)
- Lonny Welter, Transportation Planner (info only)
- Robin McIntyre, Asst 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, Emergency Management (info only)
- Teresa Golson, Forests, Parks & Recreation (info only)
- Terry Miller, St. Helens Road Supervisor (info only
- Kelley Lungberg, Rainier Road Supervisor (info only)
- Jeff Goodman, Vernonia Crew Leadworker (info only)
- Ryan Allen, Clatskanie Crew Leadworker (info only)

# RECEIVED MAY 0 8 2018

#### COLUMBIA COUNTY



# ROAD DEPTPULLIC ROAD EVENT PERMIT APPLICATION

(Please type or print clearly and submit with application fee of \$10 for small events, \$50 for large events [300 or more participants])

Date: May 3, 2018

Name of Event: Hood To Coast Relay, Portland To Coast Walk

Relay, Portland To Coast High School Challenge Relay

Sponsor: Foote Sports Productions, Inc.

Type of Event: Long distance running and walking relays

Purpose of Event: Athletic event

Date of Event: 8/24/18-8/25/18 Beginning Time: 7:00am 8/24/18 Expected Number of Participants: 1,500 Ending Time: 1:30pm 8/25/18

Location of Assembly Area(s): n/a

Assembly Beginning Time: n/a

Number of Volunteers: 3,600 entire course #/Type of Support Vehicles: 750 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 Felicia Hubber

Address 9655 SW Sunshine Court, #500, Beaverton, OR 97005

Work Phone 503-522-5518 Home Phone (cell) E-mail felicia@htcrelay.com

Contact Person (other than applicant) Robert Foote Jr.

Address 9655 SW Sunshine Court, #500, Beaverton, OR 97005

Work Phone 503-860-8413 Home Phone 503-292-1902 E-mail robert@htcrelay.com Chair/President (for athletic events) Felicia Hubber

Address (same as above)

Work Phone (same)

Home Phone (same) E-mail (same)

Previous Experience This will be the 37th year producing the relay events

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:

| Natural Resources Administrator                      | Hood To Coast/Portland To Coast Relays_      |
|--|--|
| Columbia County Courthouse                           | *  |
| 230 Strand, Room 318                                 | (Name of Sponsor)                            |
| St. Helens, Oregon 97051                             | - 1 -/ 1                                     |
| 503.397.3839 (0)                                     | By: feller Hubr                              |
| 503.366.3925 (Fax)<br>lonny.welter@co.columbia.or.us | By: Jely Huby (Signature of Authorized Agent |
| Tomy . Werter @co. corumbia.or. us                   |  |

#### For Use By County:

| Application Received    | Insurance Certificate Received |
|-------------------------|--------------------------------|
| Application Fee Paid \$ | Indemnity Agreement Signed     |
| Permit Issued           | Deposit Received: \$           |

#### Columbia County



#### **INDEMNITY AGREEMENT**

JUL 1 9 2018

ROAD DEPT.

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 |
|--|
| Hond To Coast Parland To Coast Eday to be held on Azig 24-25 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 Aindemnitees@) 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.

| Hood To Coast Relay (Agency)                      | BOARD OF COUNTY COMMISSIONERS<br>FOR COLUMBIA COUNTY, OREGON |
|---|--|
| By: Jelica Huffer (Signature of Authorized Agent) | By:Chair   |
| Dated: _7/19/18                                   | Dated:   |

RETURN TO:

Columbia County Road Department Attn: Cherie Moylan

Attn: Cherie Moylan 1054 Oregon Street St. Helens, Oregon 97051 503.366.3961(0) 503.397.7215(Fax)

cherie.moyian@co.columbia.or.us



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2018

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 to der in lieu of such endorsement(s). PRODUCER Kristina Solberg MAY 0 8 2018 PHONE (A/C, No, Ext): E-MAIL ADDRESS: JD Fulwiler & Co. Insurance, Inc. (503)293-8325 FAX (A/C, No): (503)293-5418 5727 SW Macadam Ave ksolberg@jdfulwiler.com ROAD DEPT. PO Box 69508 INSURER(S) AFFORDING COVERAGE NAIC # Portland Starr Indemnity & Liability INSURER A INSURED Evanston Insurance INSURER B: Foote Sports Productions Inc INSURER C 9655 SW Sunshine C

| O TO SOO  |   |                        |   |  | INSURER D:                 |   |                  |   |         |       |  |
|---|---|------------------------|---|--|----------------------------|---|------------------|---|---------|-------|--|
| Suite 500   |   |                        |   |  | INSURER E :                |   |                  |   |         |       |  |
|   | Beaverton   |                        |   | OR 97005                                 | INSURER F :                |   |                  |   |         |       |  |
| COVERAGES CER   |   |                        | ATE   | NUMBER: 2018 EVENT                       |                            |   |                  | REVISION NUMBER:  |         |       |  |
| IN<br>C   | DICATED, NOTWITHSTANDING ANY REQUI                                | NT, TE                 | E LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD<br>ERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS<br>SURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,<br>IITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |                            |   |                  |   |         |       |  |
| INSR LTR TYPE OF INSURANCE  |   | INSD WVD POLICY NUMBER |   |  | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY)  | LIMITS           |   |         |       |  |
| LIK   | COMMERCIAL GENERAL LIABILITY                                      | IIVSD                  | VVVD  | T GEIGT NOMBER                           |                            | (WIWITDOTT TTT)   | (MINIDOTTTT)     | EACH OCCURRENCE   |         | 0,000 |  |
|   | CLAIMS-MADE X OCCUR   |                        |   |  |                            |   |                  | DAMAGE TO RENTED PREMISES (Ea occurrence)               | s 300,  | 000   |  |
|   |   |                        |   |  |                            |   |                  | MED EXP (Any one person)                                | \$ 5,00 | 0     |  |
| A   |   | Y                      |   | 10001068063                              |                            | 07/15/2018  | 07/15/2019       | PERSONAL & ADV INJURY                                   | \$ 1,00 | 0,000 |  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:                                |                        |   |  |                            |   |                  | GENERAL AGGREGATE                                       | ð .     | 0,000 |  |
|   | POLICY PRO-<br>JECT LOC   |                        |   |  |                            |   | 5                | PRODUCTS - COMP/OP AGG                                  |         | 0,000 |  |
|   | OTHER   |                        |   |  |                            |   |                  | Legal Liability to Sports                               | \$ 1,00 |       |  |
|   | AUTOMOBILE LIABILITY  |                        |   |  |                            |   |                  | COMBINED OINGLE LIMIT<br>(Ea accident)                  | \$ 1,00 | 0,000 |  |
| ,   | ANY AUTO OWNED SCHEDULED  |                        |   | 4000400000                               |                            |   |                  | BODILY INJURY (Per person)                              | \$      |       |  |
| A   | AUTOS ONLY AUTOS  |                        |   | 10001068063                              |                            | 07/15/2018  | 07/15/2019       | BODILY INJURY (Per accident)  PROPERTY DAMAGE           | \$      |       |  |
|   | AUTOS ONLY AUTOS ONLY   |                        |   |  |                            |   |                  | (Per accident)  | \$      |       |  |
| _   | UMBRELLA LIAB X OCCUP   |                        |   |  |                            |   |                  |   | 0.00    | 0,000 |  |
| В   | EXOCOLUMN DOCCOR  |                        |   | XOBW7491718                              |                            | 07/15/2018  | 07/15/2019       | EACH OCCURRENCE   | 2.00    | 0,000 |  |
|   | CLAIIVIS-IVIADE   |                        | X0547401710   |  |                            | 01/10/2010  | 0111012010       | AGGREGATE   | Φ       | 3,000 |  |
| _   | DED RETENTION & WORKERS COMPENSATION                              |                        |   |  | -                          |   |                  | PER OTH-<br>STATUTE ER                                  | \$      |       |  |
|   | AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  Y / N |                        |   |  | 1                          |   |                  | 7 7 7   |         |       |  |
|   | OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                        | N/A                    |   |  |                            |   |                  | E_L_EACH ACCIDENT                                       | \$      |       |  |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below            |                        |   |  |                            |   |                  | E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT | \$      |       |  |
|   | DESCRIPTION OF OPERATIONS BOILD                                   |                        |   |  | -                          |   |                  | E. L. DISEASE - POLIC Y LIMIT                           | Φ       |       |  |
|   |   |                        |   |  |                            |   |                  |   |         |       |  |
|   |   |                        |   |  |                            |   |                  |   |         |       |  |
| DES   | CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE                      | S (AC                  | ORD 1   | I.<br>01, Additional Remarks Schedule, i | may be at                  | tached if more sp   | ace is required) |   |         |       |  |
| Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are named as additional insured but only with respect to |   |                        |   |  |                            |   |                  |   |         |       |  |
| liability arising out of the operations of the named insured during the policy period. Relay race activities - Hood To Coast Relay &  |   |                        |   |  |                            |   |                  |   |         |       |  |
| Portland To Coast Walk & High School Challenge Relay, per endorsement attached.   |   |                        |   |  |                            |   |                  |   |         |       |  |
|   |   |                        |   |  |                            |   |                  |   |         |       |  |
|   |   |                        |   |  |                            |   |                  |   |         |       |  |
| CERTIFICATE HOLDER  |   |                        |   |  |                            | CANCELLATION  |                  |   |         |       |  |
| CANCELLATI  |   |                        |   |  |                            |   |                  |   |         |       |  |
|   |   |                        |   |  |                            | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE                                  |                  |   |         |       |  |
| Columbia County   |   |                        |   |  |                            | THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                  |   |         |       |  |
| Columbia County 230 Strand Rm 318   |   |                        |   |  |                            |   |                  |   |         |       |  |
|   |   |                        |   |  |                            | AUTHORIZED REPRESENTATIVE   |                  |   |         |       |  |

Many 3 Rola

St. Helens

OR 97051

POLICY NUMBER: 1000106806-3

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

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

MAY 0 8 2018
ROAD DEPT.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s):   |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| Columbia County 230 Strand Rm 318 St. Helens, OR 97051 USA   |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |  |  |  |  |  |  |

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2018 Hood To Coast and Portland To Coast Exchange Openings and Closings

| Exch. | Exch. Capt.  | Equip. truck | First walker | First Vol.   | Last walker        | First runner | Last runner  | Last Vol.    |
|-------|--------------|--------------|--------------|--------------|--------------------|--------------|--------------|--------------|
| No:   | to arrive    | to arrive    | to arrive    | shift opens  | to leave to arrive |              | to leave     | shift ends   |
| 1     | Fri 03:45 AM | Fri 04:00 AM |              | Fri 05:00 AM |                    | Fri 05:45 AM | Fri 03:30 PM | Fri 04:15 PM |
| 2     | Fri 04:30 AM | Fri 04:45 AM |              | Fri 05:45 AM |                    | Fri 06:30 AM | Fri 04:15 PM | Fri 05:00 PM |
| 3     | Fri 05:15 AM | Fri 05:30 AM |              | Fri 06:30 AM |                    | Fri 07:15 AM | Fri 05:00 PM | Fri 05:45 PM |
| 4     | Fri 06:15 AM | Fri 06:30 AM |              | Fri 07:30 AM |                    | Fri 08:15 AM | Fri 06:00 PM | Fri 06:45 PM |
| 5     | Fri 07:15 AM | Fri 07:30 AM |              | Fri 08:30 AM |                    | Fri 09:15 AM | Fri 06:45 PM | Fri 07:45 PM |
| 6     | Fri 08:15 AM | Fri 08:30 AM |              | Fri 09:30 AM |                    | Fri 10:15 AM | Fri 07:45 PM | Fri 08:45 PM |
| 7     | Fri 09:00 AM | Fri 09:15 AM |              | Fri 10:15 AM |                    | Fri 11:00 AM | Fri 08:45 PM | Fri 09:15 PM |
| 8     | Fri 09:45 AM | Fri 10:00 AM |              | Fri 11:15 AM |                    | Fri 11:45 AM | Fri 09:30 PM | Fri 10:15 PM |
| 9     | Fri 10:30 AM | Fri 10:45 AM |              | Fri 11:45 AM |                    | Fri 12:45 PM | Fri 10:15 PM | Fri 11:00 PM |
| 10    | Fri 11:15 AM | Fri 11:45 AM |              | Fri 12:45 PM |                    | Fri 01:30 PM | Fri 11:00 PM | Fri 11:45 PM |
| 11    | Fri 12:00 PM | Fri 12:15 PM |              | Fri 01:15 PM |                    | Fri 02:00 PM | Fri 11:40 PM | Sat 12:30 AM |
| 12    | Fri 01:00 PM | Fri 01:15 PM |              | Fri 02:15 PM |                    | Fri 03:00 PM | Sat 12:30 AM | Sat 01:15 AM |
| 13    | Fri 02:00 AM | Fri 02:15 AM | Fri 04:00 AM | Fri 03:15 AM | Fri 07:30 PM       | Fri 03:30 PM | Sat 01:00 AM | Sat 01:45 AM |
| 14    | Fri 03:30 AM | Fri 03:45 AM | Fri 05:30 AM | Fri 04:45 AM | Fri 08:30 PM       | Fri 04:30 PM | Sat 02:00 AM | Sat 02:45 AM |
| 15    | Fri 05:15 AM | Fri 05:30 AM | Fri 07:15 AM | Fri 06:30 AM | Fri 09:45 PM       | Fri 05:30 PM | Sat 03:00 AM | Sat 03:45 AM |
| 16    | Fri 06:15 AM | Fri 06:30 AM | Fri 08:15 AM | Fri 07:15 AM | Fri 10:15 PM       | Fri 06:00 PM | Sat 03:30 AM | Sat 04:15 AM |
| 17    | Fri 08:00 AM | Fri 08:15 AM | Fri 10:00 AM | Fri 09:15 AM | Fri 11:45 PM       | Fri 07:15 PM | Sat 04:45 AM | Sat 05:30 AM |
| 18    | Fri 09:15 AM | Fri 09:30 AM | Fri 11:15 AM | Fri 10:30 AM | Sat 12:30 AM       | Fri 08:00 PM | Sat 05:30 AM | Sat 06:15 AM |
| 19    | Fri 10:45 AM | Fri 11:00 AM | Fri 12:45 PM | Fri 12:00 PM | Sat 01:30 AM       | Fri 08:45 PM | Sat 06:15 AM | Sat 07:00 AM |
| 20    | Fri 12:15 PM | Fri 12:30 PM | Fri 02:15 PM |              | Sat 02:15 AM       | Fri 09:45 PM | Sat 07:00 AM | Sat 07:45 AM |
| 21    | Fri 01:30 PM | Fri 01:45 PM | Fri 03:30 PM |              | Sat 03:00 AM       | Fri 10:30 PM | Sat 07:45 AM | Sat 08:45 AM |
| 22    | Fri 03:05 PM | Fri 03:15 PM | Fri 05:00 PM | Fri 04:15 PM | Sat 04:15 AM       | Sat 12:15 AM | Sat 08:45 AM | Sat 09:30 AM |
| 23    | Fri 04:10 PM | Fri 04:15 PM | Fri 06:00 PM | Fri 05:15 PM | Sat 04:45 AM       | Sat 12:45 AM | Sat 09:15 AM | Sat 10:00 AM |
| 24    | Fri 05:15 PM | Fri 05:30 PM | Fri 07:15 PM | Fri 06:30 PM | Sat 05:45 AM       | Sat 01:15 AM | Sat 11:00 AM | Sat 12:00 PM |
| 25    | Fri 06:15 PM | Fri 06:30 PM | Fri 08:15 PM |              | Sat 06:15 AM       | Sat 01:30 AM | Sat 11:30 AM | Sat 12:30 PM |
| 26    | Fri 07:35 PM | Fri 07:45 PM | Fri 09:30 PM |              | Sat 07:00 AM       | Sat 02:00 AM | Sat 12:45 PM | Sat 01:45 PM |
| 27    | Fri 09:00 PM | Fri 09:15 PM | Fri 11:15 PM |              | Sat 08:15 AM       | Sat 02:45 AM | Sat 1:00 PM  |              |
| 28    | Fri 10:00 PM | Fri 10:15 PM | Sat 12:00 AM | Fri 11:15 PM | Sat 08:45 AM       | Sat 03:00 AM | Sat 1:45 PM  | Sat 02:45 PM |
| 29    | Fri 11:00 PM | Fri 11:15 PM | Sat 01:00 AM | Sat 12:15 AM | Sat 09:45 AM       | Sat 03:30 AM | Sat 2:30 PM  |              |
| 30    | Fri 04:30 PM | Fri 04:45 PM | Sat 01:45 AM | Fri 05:45 PM | Sat 10:45 AM       | Sat 04:00 AM | Sat 3:15 PM  |              |
| 31    | Fri 11:50 PM | Sat 12:00 AM | Sat 02:15 AM | Sat 01:00 AM | Sat 11:45 AM       | Sat 04:30 AM | Sat 3:45 PM  |              |
| 32    | Sat 12:30 AM | Sat 12:45 AM | Sat 03:00 AM | Sat 01:45 AM | Sat 01:00 PM       | Sat 04:45 AM | Sat 4:15 PM  |              |
| 33    | Sat 01:30 AM | Sat 01:45 AM | Sat 04:00 AM |              | Sat 03:15 PM       | Sat 05:30 AM | Sat 5:30 PM  |              |
| 34    | Sat 02:15 AM | Sat 02:30 AM | Sat 04:45 AM | Sat 03:30 AM | Sat 04:15 PM       | Sat 05:45 AM | Sat 6:00 PM  |              |
| 35    | Sat 03:15 AM | Sat 03:30 AM | Sat 05:45 AM | Sat 04:30 AM | Sat 06:15 PM       | Sat 06:30 AM | Sat 7:00 PM  | Sat 08:30 PM |
| FIN.  |              |              | Sat 06:30 AM |              | Sat 07:45 PM       | Sat 07:00 AM | Sat 7:45 PM  |              |

<sup>\*</sup> Sweep Truck SHOULD NOT CLOSE exchanges 24-35 any earlier than the times indicated for closing. If a team is seen to be on the course and bel this exchange closing time, they should be told by the Sweep Truck that because the team has now fallen behind the course closing schedinot finish the race by the deadline of 9:00 PM, which has been imposed by the city of Seaside. The Sweep Truck should tell the team that they are bein asked to Leap-Frog two or three runners to help move them up the course back ahead of the closing schedule. The Sweep Truck driver should print the name and place a large red dot in the top right corner of the team's official Scoring Sheet. Next, a Leap-Frog Instructions card should be given to the te

JUL 2 7 2018

ROAD DEPT.

| Sweep truck    | Begin Leap-  |
|----------------|--------------|
| to close exch. | Frogging     |
| Fri 04:00 PM   |              |
| Fri 04:45 PM   |              |
| Fri 05:30 PM   |              |
| Fri 06:30 PM   |              |
| Fri 07:15 PM   |              |
| Fri 08:15 PM   |              |
| Fri 09:15 PM   |              |
| Fri 10:00 PM   |              |
| Fri 10:45 PM   |              |
| Fri 11:30 PM   |              |
| Sat 12:15 AM   |              |
| Sat 01:00 AM   |              |
| Sat 01:45 AM   |              |
| Sat 02:30 AM   |              |
| Sat 03:30 AM   |              |
| Sat 04:00 AM   |              |
| Sat 05:10 AM   |              |
| Sat 05:45 AM   |              |
| Sat 06:45 AM   |              |
| Sat 07:30 AM   |              |
| Sat 08:15 AM   |              |
| Sat 09:15 AM   |              |
| Sat 09:45 AM   |              |
| Sat 01:15 PM   | Sat 11:00 AM |
| Sat 01:25 PM   | Sat 11:30 AM |
| Sat 01:30 PM   | Sat 12:45 PM |
| Sat 01:45 PM   | Sat 1:00 PM  |
| Sat 02:30 PM   | Sat 1:45 PM  |
| Sat 03:15 PM   | Sat 2:30 PM  |
| Sat 04:00 PM   | Sat 3:15 PM  |
| Sat 04:30 PM   | Sat 3:45 PM  |
| Sat 05:00 PM   | Sat 4:15 PM  |
| Sat 06:15 PM   | Sat 5:30 PM  |
| Sat 07:00 PM   | Sat 6:00 PM  |
| Sat 08:15 PM   | Sat 7:00 PM  |
|                | Sat 7:45 PM  |
| nind           | -            |

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## 3.92 MI EASY



LEG DESCRIPTION: Gently rolling terrain on paved shoulder along HWY 30.

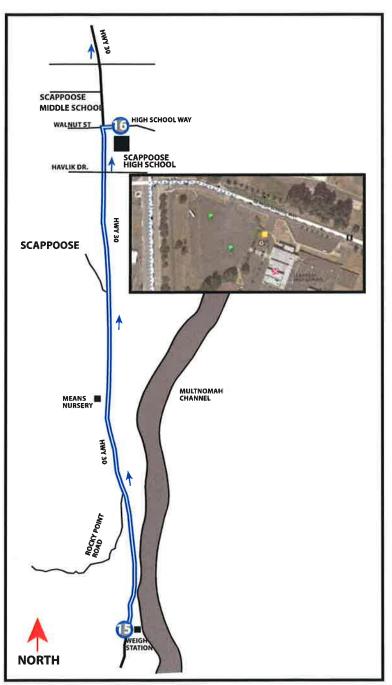
EXCH 16 ADDRESS: Scappoose High School 33700 SE High School Way, Scappoose, QR 9RECEIVED

GPS: 45.749198, -122.874359

NOTES: VANS NOT ALLOWED TO STOP ON SHOULDER OF HWY 30.

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ROAD DEPT.



#### DIRECTIONS FROM EXCH 15 TO EXCH 16

#### Run on right side of the road.

- 0.00 Exchange 15 (Rocky Point Weigh Station)
- ↑ 0.84 Rocky Point Rd
- ↑ 2.51 Bonneville Dr/Johns Landing Rd
- → 3.79 Turn RIGHT onto SE High School Way 3.92 Exchange 16 (Scappoose High School)

#### **EXCHANGE NOTES**

Parking: At Scappose High School parking lot on right.

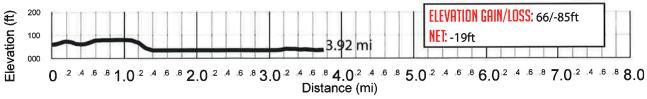
Provisions: Restaurants and Course Fundraiser Fuel: Yes

### COURSE FUNDRAISER

SCAPPOOSE HS CROSS COUNTRY
FRIDAY 6:00PM - SATURDAY 6:00AM
SHOWERS: \$2 each; towel included at no
additional charge
FOOD: Scappoose Bagels (\$1 ea)
BEVERAGES: Complimentary coffee



Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).

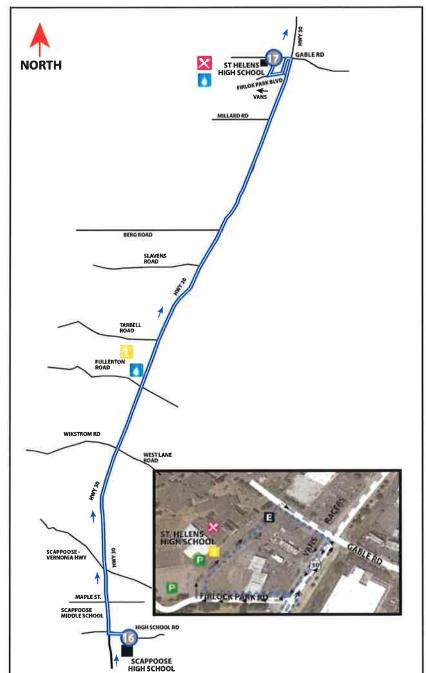


# 7.83 MI | MODERATE

LEG DESCRIPTION: Basically flat terrain on paved shoulder along HWY 30. EXCH 17 ADDRESS: St. Helens High School 2375 Gable Rd, St. Helens, OR 97051

GPS: 45.848739, -122.833439

**NOTES:** 





#### **DIRECTIONS FROM EXCH 16 TO EXCH 17**

Cross with light at High School Way and run on right side of HWY 30 (westbound)

0.00 Exchange 16 (Scappoose High School)

- 0.22 High School Way/HWY 30
  - 1.13 Scappoose Vernonia HWY
- 2.54 W. Lane Rd
- 3.29 Water Station (Fullerton Rd)
- 4.75 Berg Rd
- 6.80 Millard Rd
- 7.52 Turn LEFT towards Gable Rd and CROSS HWY 30, then head left back towards Firlok Park Blvd
- 7.63 Turn RIGHT onto Firlock Park Blvd
- 7.72 Turn RIGHT into St. Helens HS Parking 7.83 Exchange 17 (St. Helens High School)

#### **EXCHANGE NOTES**

Parking: At St. Helens High School. Do not stop on side of HWY 30 near Exchange 17 to drop off of pick up teammates.

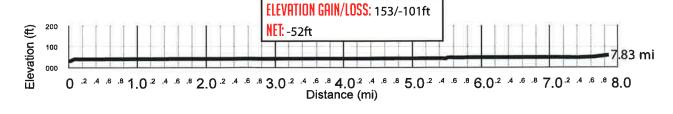
Provisions: Yes and Course Fundraiser Fuel: Yes (Fuel up!)



It is recommended to fuel up your van on this leg as there are no gas stations on the route until Seaside. (Gas also available 9 miles off of race route in Astoria)



Highly encouraged to wear high visibility clothing (no dark colors), and for nonparticipating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).



### **MAJOR VAN EXCHANGE**



## VAN 182

# 5.23 MI | HARD

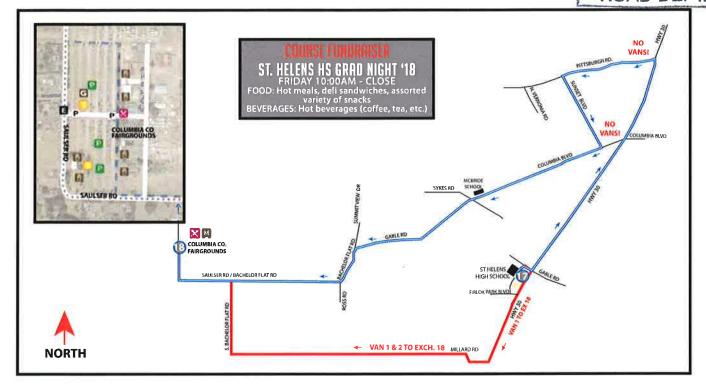
LEG DESCRIPTION: Flat and gradual uphill terrain on HWY 30 and paved backcountry posterior

EXCH 18 ADDRESS: Columbia Co. Fairgrounds 58892 Saulser Rd St. Helens, 97051

GPS: 45.85055, -122.872306

**NOTES:** Please keep noise down from 10pm-7am.

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ROAD DEPT.



#### DIRECTIONS FROM EXCH 17 TO EXCH 18

- 0.00 Exchange 17 (St. Helens High School)
- → 0.49 Sykes Rd/HWY 30 Shoulder
- ← 1.71 Turn **LEFT** onto Pittsburg Rd
- ← 2.02 Turn LEFT onto Sunset Blvd
- → 2.48 Turn RIGHT onto Columbia Blvd
- 3.30 Sykes Rd
- → 3.62 Turn **RIGHT** onto Gable Rd
- ← 3.98 Turn LEFT onto Bachelor Flat Rd
- → 4.19 Turn RIGHT to follow Bachelor Flat Rd
   5.23 Exchange 18 (Columbia County Fairgrounds)

Provisions: Course Fundraiser Fuel: No

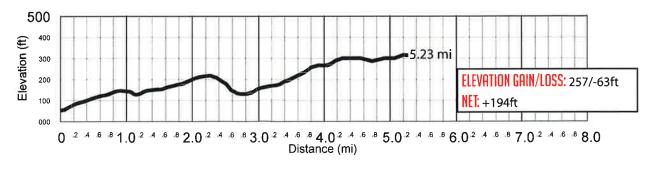
#### DRIVER NOTES - VANS DO NOT FOLLOW COURSE

- 0.0 Exchange 17 (St. Helens High School)
- ↑ 0.0 Head SE on Gable Rd towards HWY 30
- → 0.8 Turn **RIGHT** onto HWY 30
- → 2.3 Turn RIGHT onto Millard Rd
- → 2.8 Turn RIGHT onto Bachelor Flat Rd
- ← 2.9 Turn LEFT onto Saulser Rd
  - 3.0 Exchange 18 (Columbia County Fairgrounds)

#### **EXCHANGE NOTES**

Parking: At Columbia County Fairgrounds.

Exchange 18 sleeping only permitted in designated, roped off sleeping areas. Tents ARE allowed at Exchange 18. Race DQ if found sleeping on ground next to vehicle!





# 5.89 MI | VERY HARD

LEG DESCRIPTION: Long leg over challenging up and down hills on paved backcount REGEIVED

EXCH 19 ADDRESS: 30732 Pittsburgh Rd St. Helens, OR 97051

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GPS: 45.901569, -122.93397

**NOTES:** Cell phone coverage unreliable until after Leg 32.

ROAD DEPT.



#### DIRECTIONS FROM EXCH 18 TO EXCH 19

0.00 Exchange 18 (Columbia County Fairgrounds)

- ← 0.37 Turn **LEFT** onto Saulser Rd
- → 1.14 Turn **RIGHT** onto Kappler Rd
- → 1.88 Turn RIGHT onto Brinn Rd
- ← 1.90 Turn LEFT onto Pittsburgh Rd
- 个 2.78 Gensman Rd
  - 5.89 Exchange 19 (Pittsburgh Rd)

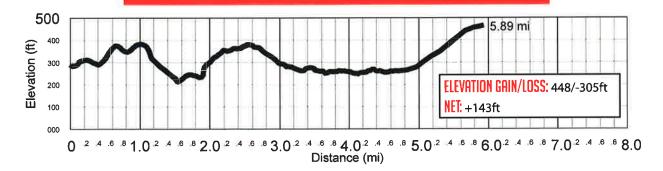
#### **EXCHANGE NOTES**

Parking: In field on the left. No vans on right side of the road near exchange or blocking neighbor driveways. Provisions: Coffee and snacks at fundraiser Fuel: No



Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).

ONLY VAN 2 WITH COLORED "RACE VEHICLE" SIGN IS ALLOWED TO PROCEED ALONG THE RACE COURSE BETWEEN EXCHANGES 18-23.



# 5.75 MI | VERY HARD



RECEIVED

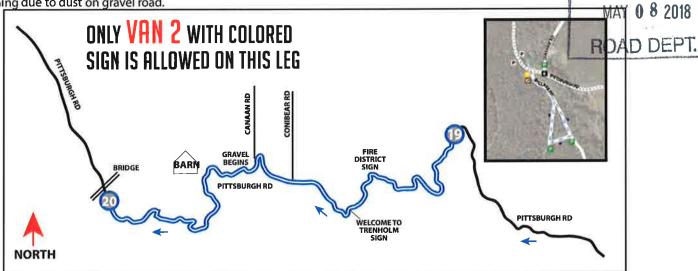
LEG DESCRIPTION: Very challenging up and downhills on partially paved and gravel backcountry roads.

EXCH 20 ADDRESS: 9.75 mi on Pittsburgh Rd (near Janshaw Rd). St. Helens, 97051

GPS: 45.890793, -122.997456

NOTES: Cell phone coverage unreliable until after Leg 32. A bandana or scarf is recommended to ease

breathing due to dust on gravel road.



#### **DIRECTIONS FROM EXCH 19 TO EXCH 20**

0.00 Exchange 19 (Pittsburgh Rd)

- ↑ 3.03 Gravel section begins
- ↑ 3.90 Large barn on right
  - 5.75 Exchange 20 (Pittsburgh Rd)



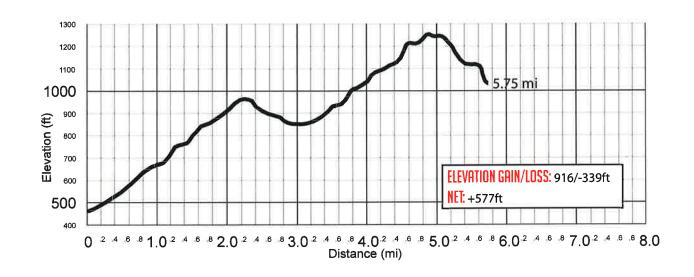
Highly encouraged to wear high visibility clothing (no dark colors), and for nonparticipating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).

#### **EXCHANGE NOTES**

Parking: On Willark Rd to the left of exchange.

Do not drop runner off near exchange (causes immediate backup). It is recommended that only Leg 20/21 participants get out at this tight exchange.

Provisions: No Fuel: No



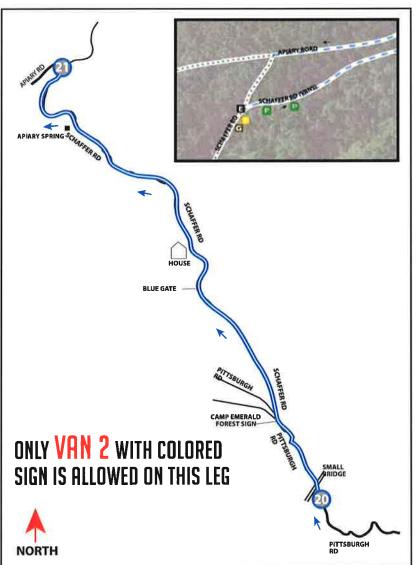


# 5.06 MI | MODERATE

LEG DESCRIPTION: Flat, slightly downhill terrain near a creek on gravel backcountry roads. EXCH 21 ADDRESS: 4.7 miles on Schaffer Rd, Vernonia, OR

GPS: 45.945578, -123.043629

NOTES: A bandana or scarf is recommended to ease breathing due to dust on gravel road Per prone cover. age unreliable until after Leg 32.



#### **DIRECTIONS FROM EXCH 20 TO EXCH 21**

0.00 Exchange 20 (Pittsburgh Rd)

0.30 Turn RIGHT onto Schaffer Rd (at Camp Emerald Forest sign take the far right fork)

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- 2.00 Blue gate on left
- 2.28 House on left with many old cars 5.06 Exchange 21 (Schaffer Rd)

#### **EXCHANGE NOTES**

Parking: On right side of Schaffer Rd beyond exchange. Vans must park and leave access to road open and unblocked. Do not block Camp Emerald Forest's drive.

Do not drop runner off near exchange (causes immediate back-up).

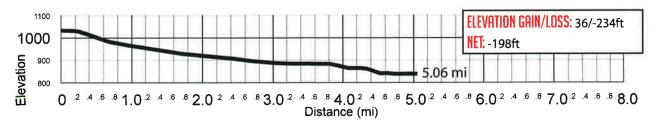
Provisions: No Fuel: No



4.1 miles on Schaffer Rd from Exchange 20 there is a spring where teams can fill up water jugs with fresh water.



Highly encouraged to wear high visibility clothing (no dark colors), and for nonparticipating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).



## 6.70 MI | HARD

LEG DESCRIPTION: Gradual up and downhills on paved but narrow backcountry roads.

EXCH 22 ADDRESS: 6.70 miles on Apiary Rd Vernonia, OR (at ODOT gravel stockpile)

GPS: 45.949276, -123.149365

NOTES: Be aware of potentially fast moving non-race traffic on this leg. Cell phone coverage unreliable until



#### **DIRECTIONS FROM EXCH 21 TO EXCH 22**

0.00 Exchange 21 (Schaffer Rd)

- ← 0.03 Turn LEFT onto Apiary Rd
- ↑ 1.67 Wilkerson County Park
  - 3.60 Water Station II
- 个 3.77 Rock Quarry
- ↑ 4.57 Golden-yellow gate on left
- 6.57 Small blue house and garage on left
  - 6.70 Exchange 22 (Apiary Rd)

#### **EXCHANGE NOTES**

Parking: In large field on left side of Apiary Rd.

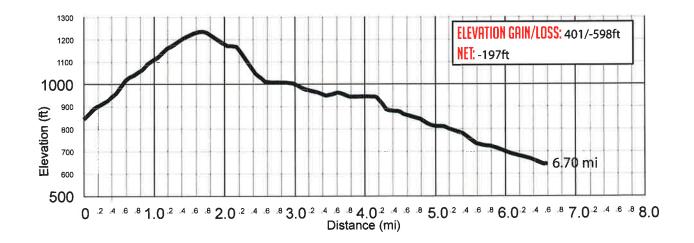
Watch your footing! Some uneven terrain at Exchange 22.

Provisions: No

Fuel: No (nearest fuel - 10 miles south on HWY 47: Bridge St Mini Mart, Vernonia)



Highly encouraged to wear high visibility clothing (no dark colors), and for nonparticipating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).







## 4.23 MI | EASY

LEG DESCRIPTION: Basically flat terrain on narrow country roads with minimal shoulder.

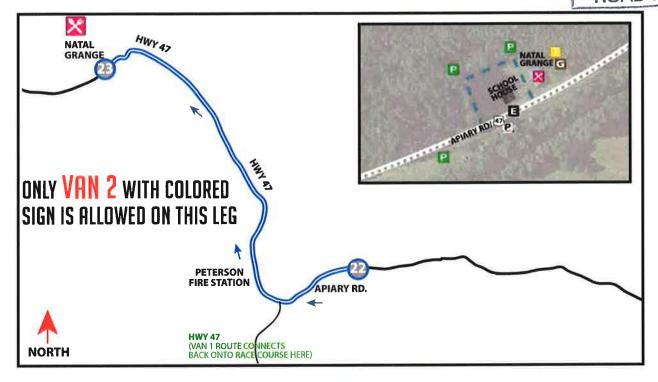
EXCH 23 ADDRESS: 67528 Nehalem HWY N, Vernonia, OR 97064

GPS: 45.974329, -123.198666

**NOTES:** Cell phone coverage unreliable until after Leg 32.

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#### **DIRECTIONS FROM EXCH 22 TO EXCH 23**

0.00 Exchange 22 (Apiary Rd)

- → 0.76 Turn **RIGHT** onto HWY 47 (Nehalem HWY)
- ↑ 0.99 Peterson Fire Station on left
  - 4.23 Exchange 23 (Natal Grange)

### COURSE FUNDRAISE

NHIHL LITHING
FRIDAY 2:00PM - CLOSE
DD: LUNCH/DINNER (2:00PM-1:00AM): BBG
sef sandwiches, burgers, hotdogs, cowboy
ans, baked potatoes, and assorted sweets
EAKFAST (1:00AM-CLOSE): Pancakes, eggs

& ham BEVERAGES: Hot beverages (coffee, tea, etc

#### **EXCHANGE NOTES**

Parking: At Natal Grange and across street in hay field as instructed by volunteers.

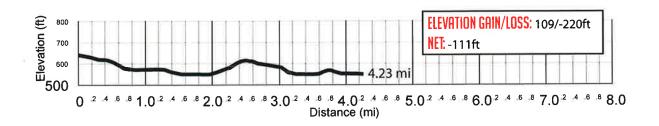
 $Do not drop \, runner \, off \, near \, exchange \, (causes \, immediate \, back-up).$ 

**Provisions: Course Fundraiser** 

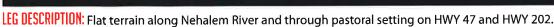
Fuel: No (nearest fuel - 12.4 miles south on HWY 47: Bridge St Mini Mart, Vernonia)



Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).



# MAJOR VAN EXCHANGE



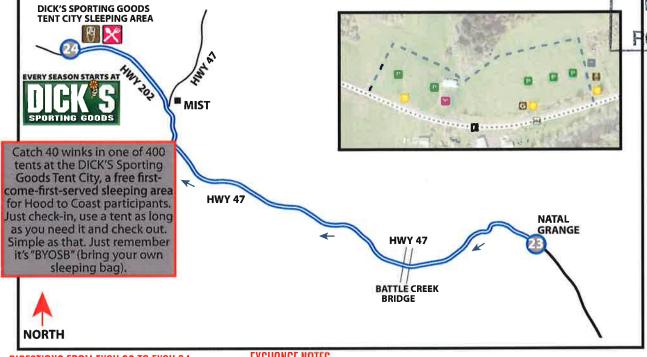
EXCH 24 ADDRESS: 13950 HWY 202 Birkenfeld, OR 97016 m.p. 44.9

GPS: 46.002792, -123.278399

NOTES: Cell phone coverage unreliable until after Leg 32.



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#### **DIRECTIONS FROM EXCH 23 TO EXCH 24**

0.00 Exchange 23 (Natal Grange)

- 0.83 Country Museum on left
- ↑ 1.15 Battle Creek Bridge
- 3.55 Nehalem Valley Automotive
- 3.66 Continue on HWY 202
  - 4.87 Exchange 24 (Mist HWY 202)

#### **EXCHANGE NOTES**

Parking: In two large fields along right side of the road.

Do not drop runner off near exchange (causes immediate back-up).

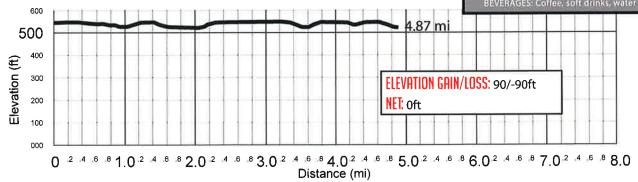
Exchange 24 sleeping only permitted in designated, roped off sleeping areas. Tents ARE allowed at Exchange 24. Race DQ if found sleeping on ground next to vehicle!

**Provisions: Course Fundraiser** 

Fuel: No (nearest fuel - 13.2 miles north on HWY 30)



Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).





# 3.80 MI | ERSY

LEG DESCRIPTION: Gently rolling terrain (last 2 miles) on paved country roads.

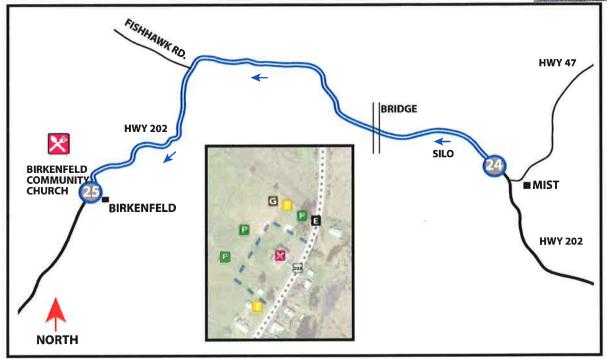
EXCH 25 ADDRESS: 11249 HWY 202 Birkenfeld, OR 97016 m.p. 41.29

GPS: 45.995729, -123.334103

**NOTES:** Cell phone coverage unreliable until after Leg 32.

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ROAD DEPT.



#### **DIRECTIONS FROM EXCH 24 TO EXCH 25**

0.00 Exchange 24 (Mist - HWY 202)

- ↑ 1.19 Nehalem River Bridge
- ↑ 1.76 Mist/Birkenfield Fire Station
- 个 3.10 Fishhawk Rd
  - 3.80 Exchange 25 (Birkenfield Community Church)

#### **EXCHANGE NOTES**

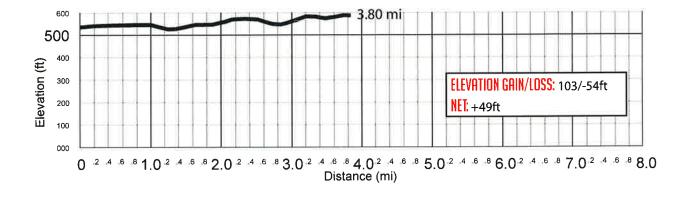
Parking: In Birkenfield Chuch lot on on right side of the road. Exchange is on left.

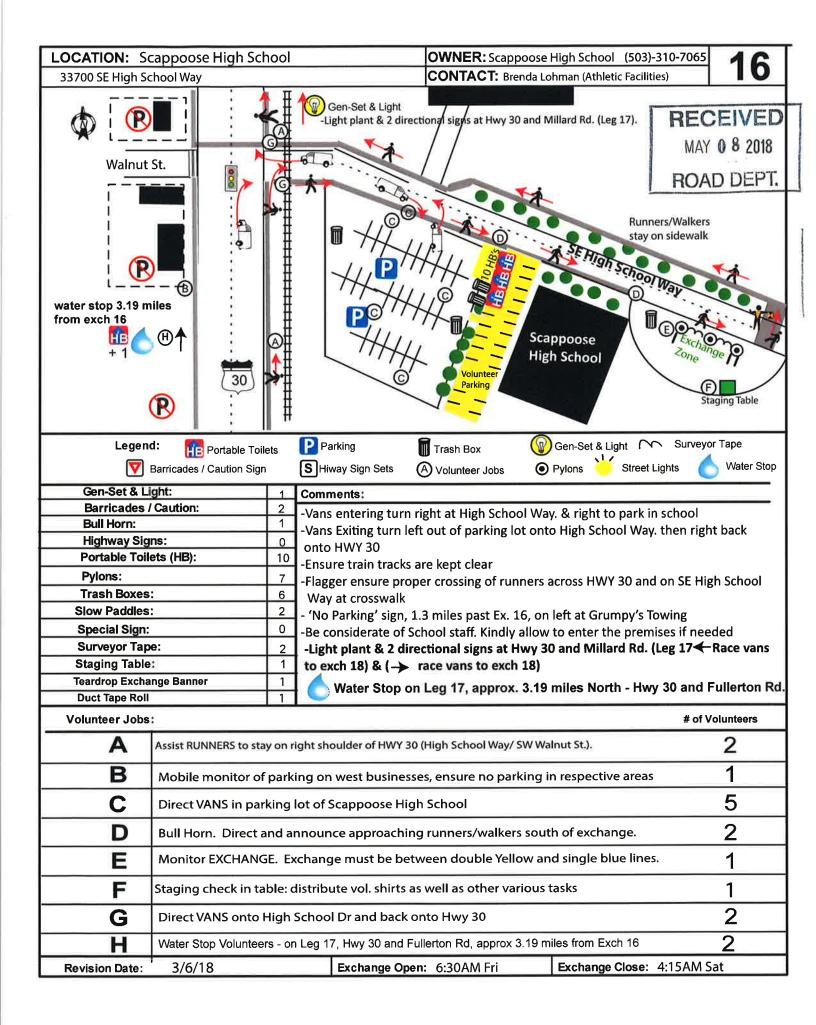
Provisions: Course Fundraiser (The Birk restaurant is nearby also) Fuel: No (nearest fuel - 17 miles north on HWY 30)

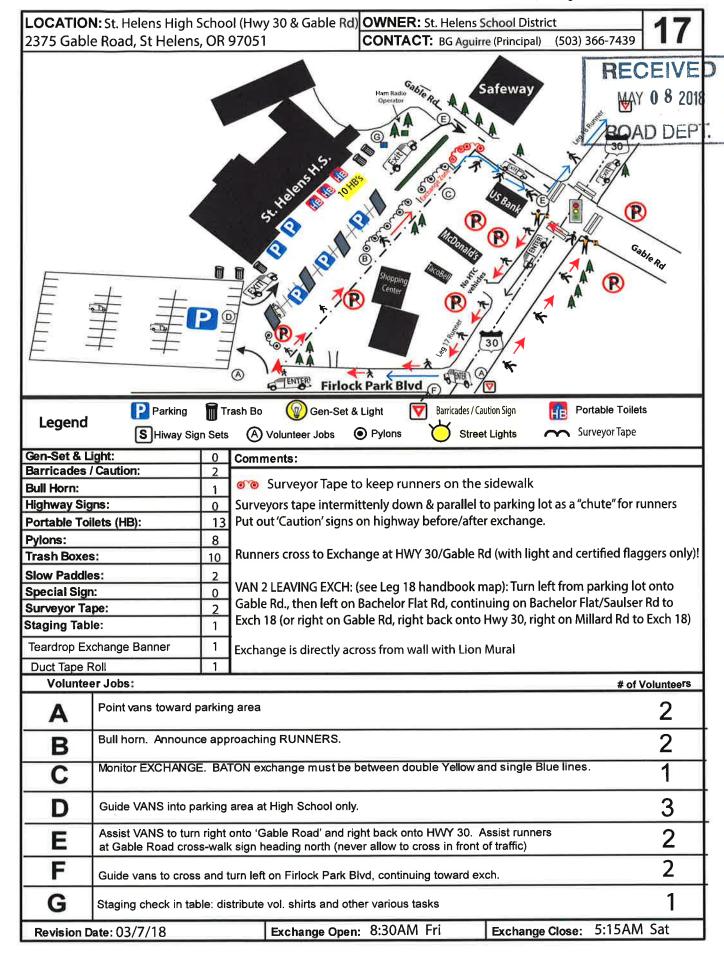


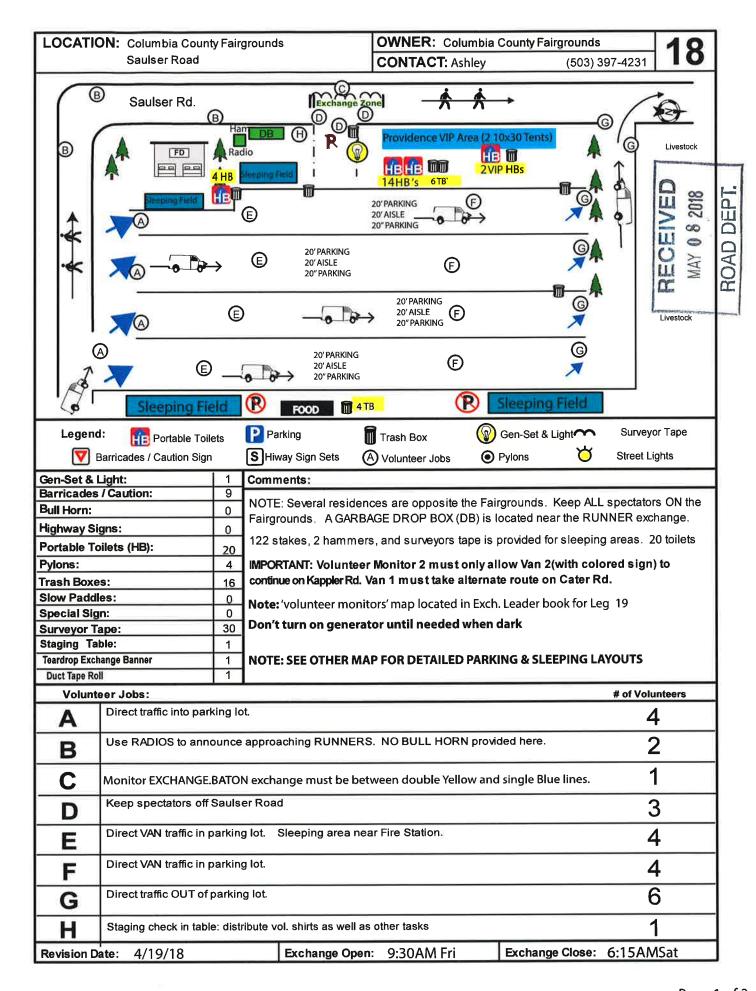
Highly encouraged to wear high visibility clothing (no dark colors), and for non-participating teammates outside van to wear a reflective vest & LED flasher (6pm-9am).

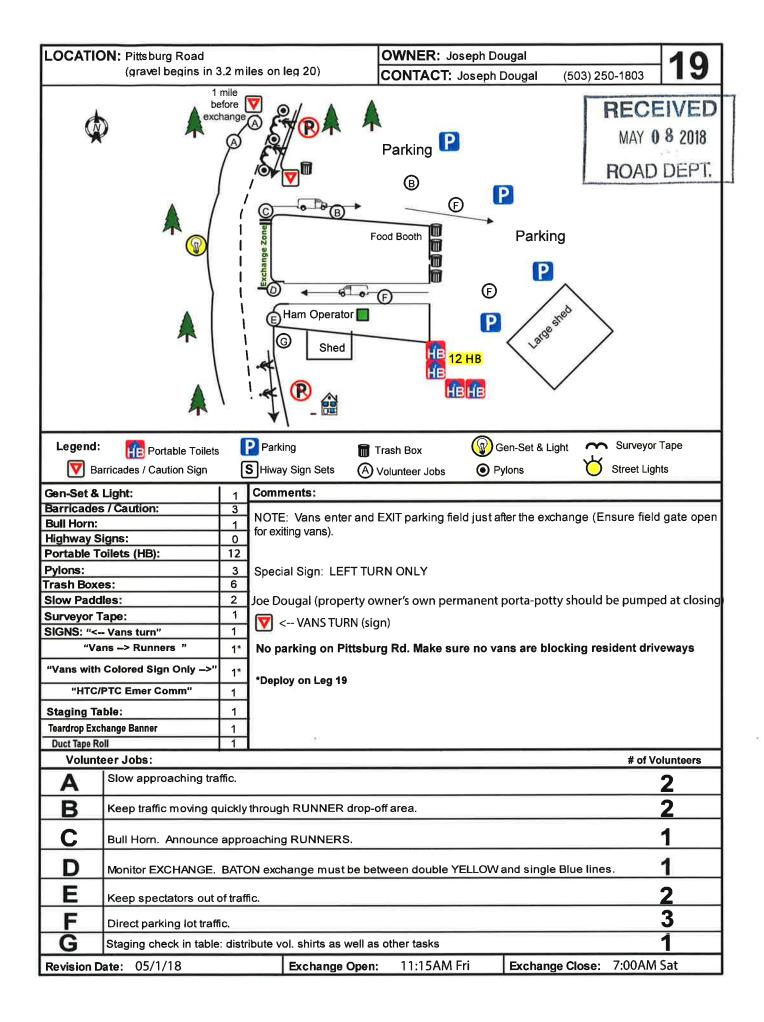


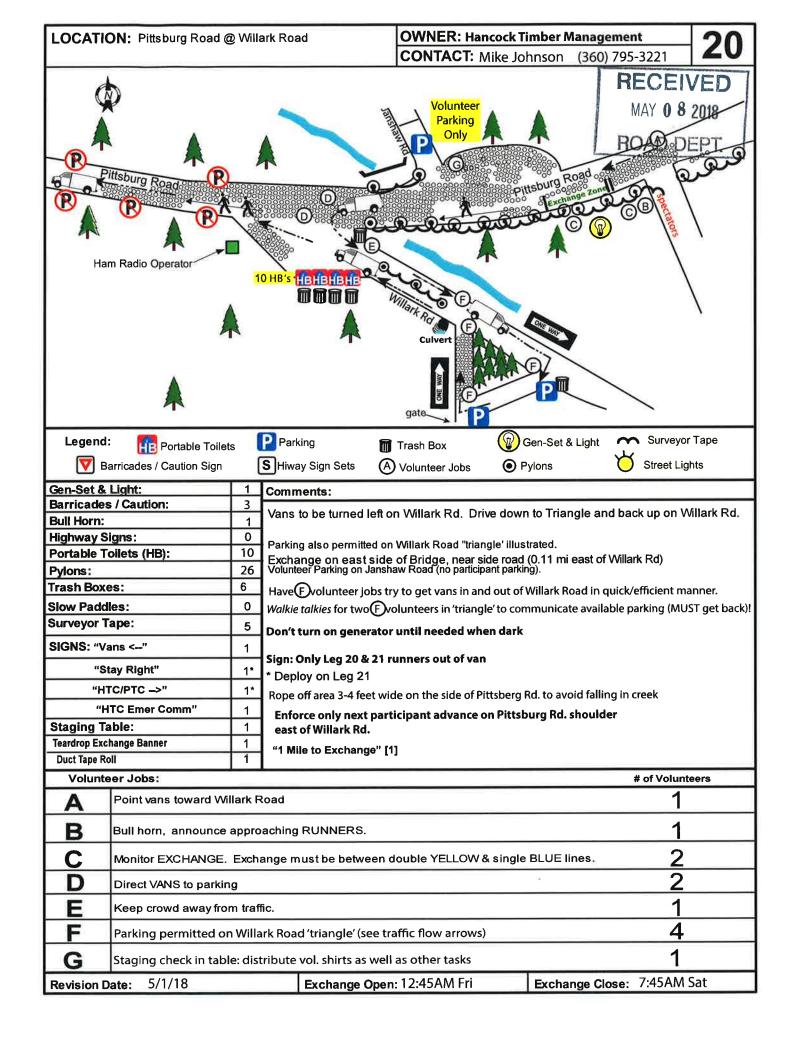


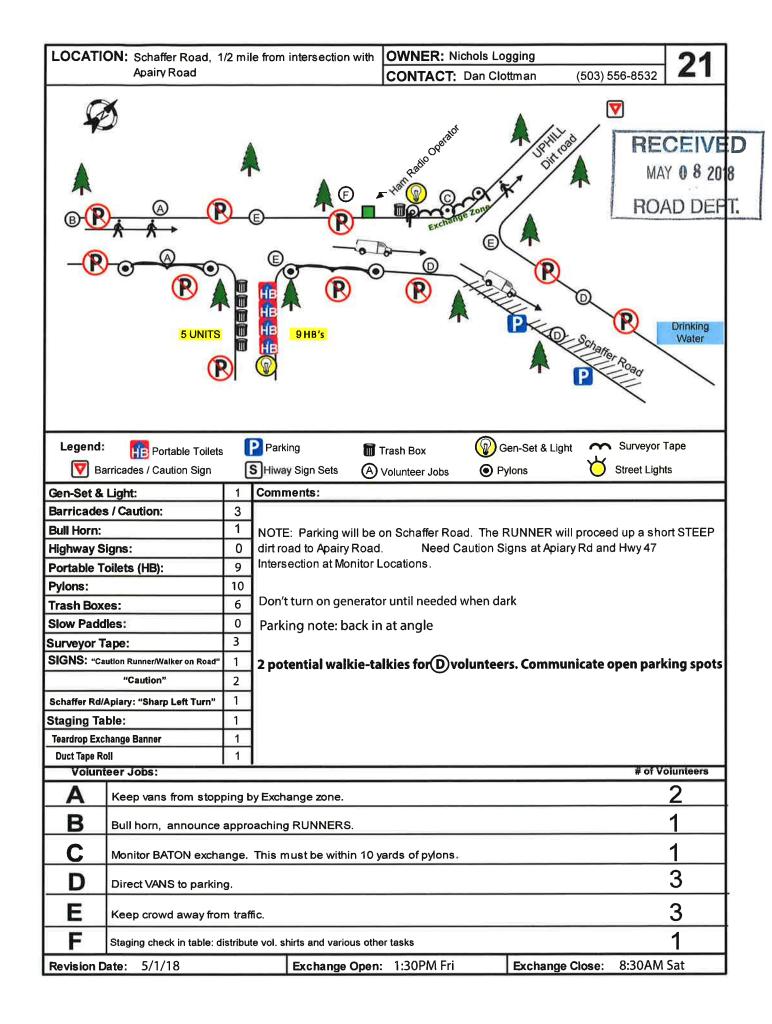


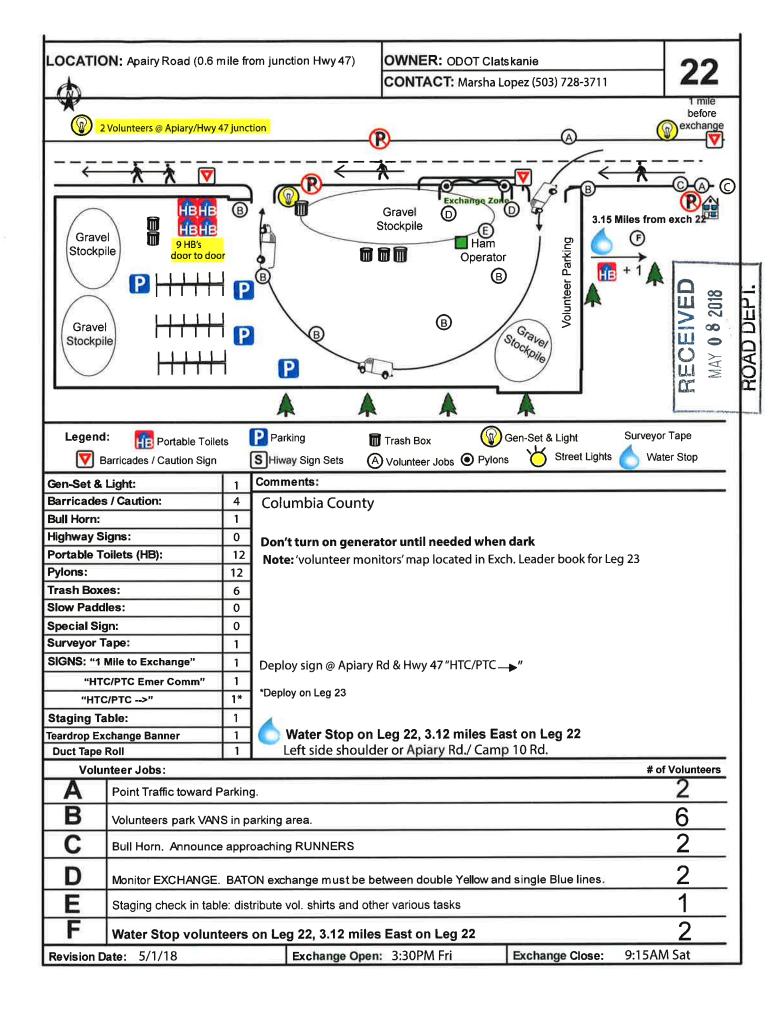


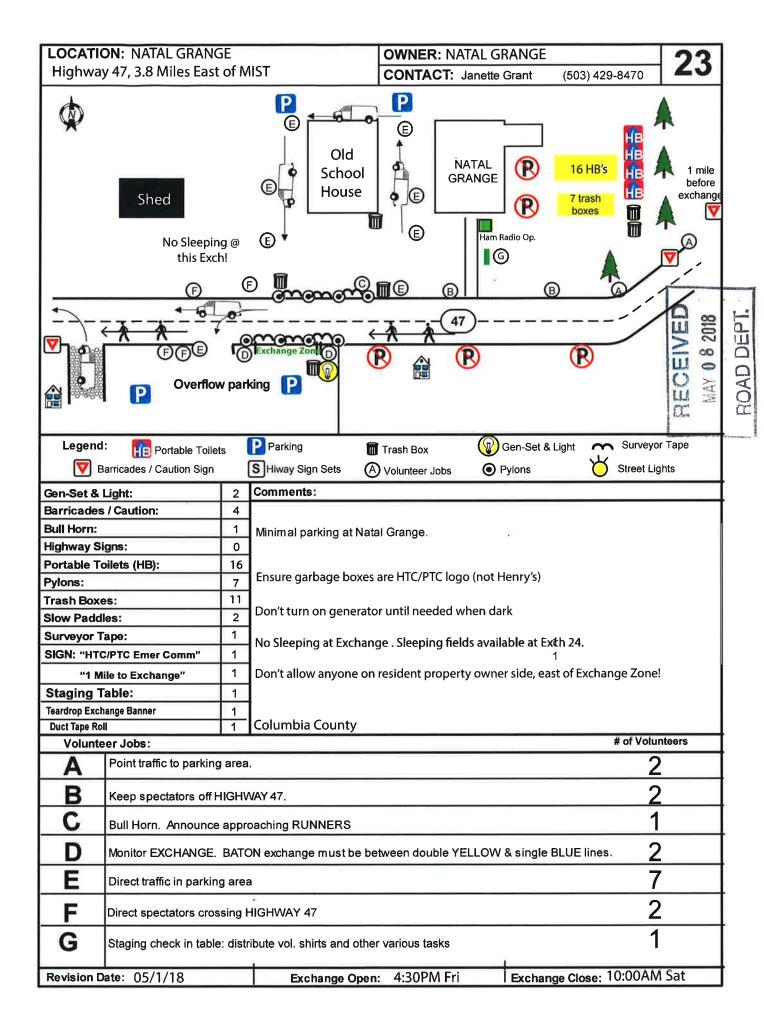




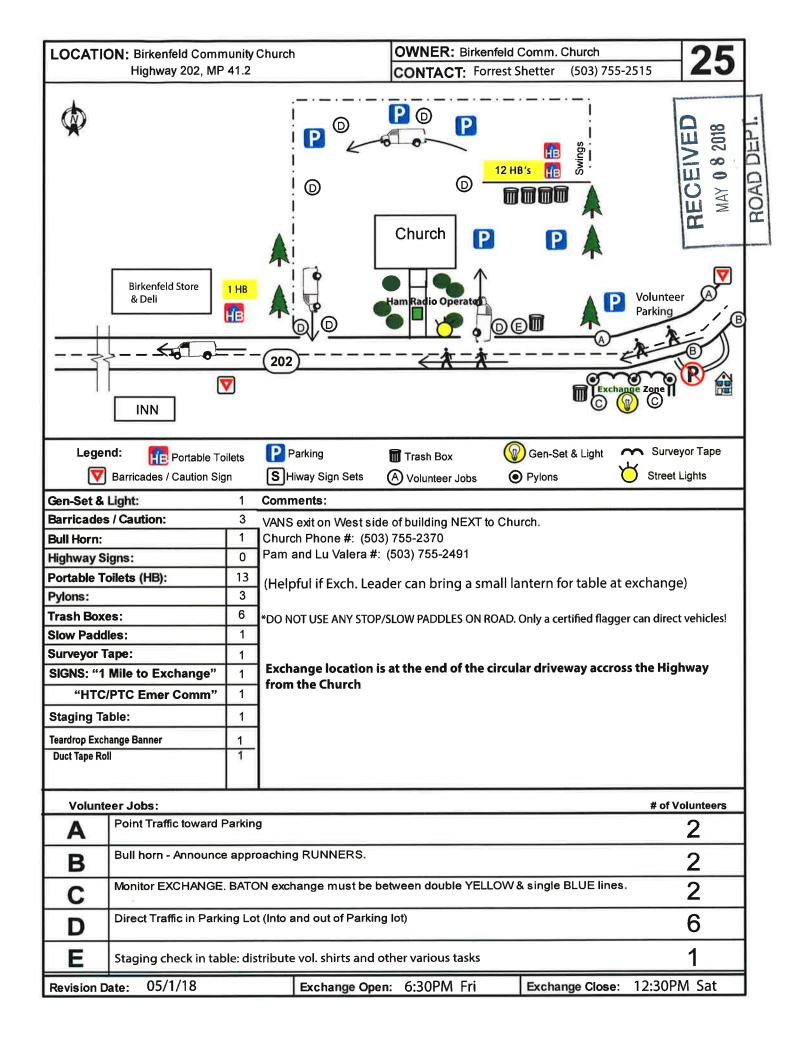








ROAD DEPT



### **COLUMBIA COUNTY**

### Road Department



ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397–5090
Fax (503) 397–7215
publicworks@co.columbia.or.us
www.co.columbia.or.us

TO:

Columbia County Board of Commissioners

Robin McIntyre, Asst. County Counsel

cc: Mike Russell, Lonny Welter (w/out attachments)

FROM:

Cherie Moylan, Office Manager

DATE:

July 27, 2018

SUBJECT:

2018 Wings & Wheels Half Marathon

Columbia County received the attached application for a Public Road Event Permit for the South Columbia County Chamber of Commerce – Wings & Wheels Half Marathon, to be conducted on Saturday, August 18, 2018. They are expecting approximately 100 runners/walkers, and will be using County roads as listed below.

The event will start at approximately 7:30 a.m. from the Oregon Aero facility (located at 34020 North Honeyman Road), and conclude at approximately 11:30 a.m. at the same location.

Course route is: North Honeyman, to Skyway Drive, to West Lane, to Crown Zellerbach Trail, the Columbia Avenue, to Honeyman Road, to Ellis Farm Road, to Santosh Wildlife Refuge, to Honeyman Road, to Skyway Drive, back to Oregon Aero.

#### **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:

Memo to BOC Wings & Wheels 2018 July 27, 2018 Page 2.

- 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: (Please see Page 3.)

This is the 4<sup>th</sup> annual Wings & Wheels Marathon event, with each event having been a success. It is therefore recommended by staff that the Board approve this permit.

#### **Recommended Motions:**

- <u>Motion 1</u>: Approve the public road event permit for the South Columbia County Chamber of Commerce Wings & Wheels Half Marathon.
- Motion 2: Approve the Indemnity Agreement with the South Columbia County
   Chamber of Commerce Wings & Wheels Half Marathon and authorize the
   Chair to sign.

#### Attachments:

- Permit Application, dated April 20, 2018
- Indemnity Agreement, dated April 20, 2018
- Certificate of Liability Insurance, dated June 1, 2018
- Course Map and Route Instructions

/cm

Encl.

Memo to BOC Wings & Wheels 2018 July 27, 2018 Page 3.

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Steve Salle' **NO ISSUES**
- Columbia County Emergency Management, Steve Pegram NO ISSUES
- State Police, Sgt. Luke Schwartz NO ISSUES
- Columbia River Fire & Rescue, Mike Greisen **NO ISSUES**
- Scappoose City Police, Norman Miller no response
- Scappoose City Administrator, Mike Sykes no response
- Scappoose City Public Works, Dave Sukau no response
- County Forests, Parks & Recreation, Casey Garrett no response
- Mike Russell, Road Dept. Director, (info only)
- Lonny Welter, Transportation Planner (info only)
- Robin McIntyre, Asst 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, Emergency Management (info only)
- Teresa Golson, Forests, Parks & Recreation (info only)



### PUBLIC ROAD EVENT PERMIT APPLICATION

JUN 0 6 2018
ROAD DEPT.

(Please type or print clearly and submit with application fee of \$100 for small events, \$300 for large events [300 or more participants]) Date: Name of Event: Sponsor: Type of Event: 12 Market 1000 VW Purpose of Event: IM Pet Thirk VWM -Date of Event: Beginning Time: Expected Number of Participants: ~100 Ending Time: Location of Assembly Area(s):, Assembly Beginning Time: Number of Volunteers  $^{\sim}30$  Number/Type of Support Vehicles  $^{\sim}3$ Submit a map with the route clearly drawn. Indicate starting point, direction and Route: ending point. Also include plans for rest stops, first aid stations, support vehicles, etc. Name of Applicant South (Stumbia Fronty) Chamber of Commerce Address 2194 (Stumbia Bire) Work Phone A SYTTO 685 Home Phone E-mail Contact Person (other than applicant) Address Work Phone 4035399804 Home Phone E-mail Chair/Race Director (for athletic events) Address Home Phone Work Phone E-mail Previous Experience UMY raises 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 (Name of Sponsor) 1054 Oregon Street St. Helens, Oregon 97051 503.366.3961 (O) 503.397.7215 (Fax) (Signature of Authorized Agent)

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

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

cherie.moylan@co.columbia.or.us

Insurance Certificate Received Indemnity Agreement Signed Deposit Received: \$

#### Columbia County

#### **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 NIMAL CHARLES (NOTE OF THE Public Road Event known as the 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 Aindemnitees@) 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.

| South Columbia County Chamber (Agency) of Compage | BOARD OF COUNTY COMMISSIONERS<br>FOR COLUMBIA COUNTY, OREGON |
|---|--|
| By: Kelly lunk WMA & Wheels                       | Ву:  |
| (Signature of Authorized Agent)                   | Chair  |
| Dated: 20 April, 2018                             | Dated:   |

RETURN TO:

Columbia County Road Department Attn: Cherie Moylan 1054 Oregon Street St. Helens, Oregon 97051 503.366.3961(0) 503.397.7215(Fax) cherie.moylan@co.columbia.or.us





### CERTIFICATE OF LIABILITY INSURANCE

BOAD DEPT DATE (MM/DD/YYYY) 06/01/2018

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  |   |      |             |               |  | CONTACT<br>NAME:                                     |                            |  |           |  |
| Mid Valley General Agency LLC   |   |      |             |               |  | PHONE (A/C, No. Ext): (503) 365-7001 FAX (A/C, No.): |                            |  |           |  |
| 888 Madison St NE, Ste 100  |   |      |             |               |  | E-MAIL<br>ADDRESS:                                   |                            |  |           |  |
| l   |   |      |             |               | INSURER(S) AFFORDING COVERAGE  |  |                            |  | NAIC#     |  |
| Salem OR 97301  |   |      |             |               |  | INSURER A: Scottsdale Insurance Company              |                            |  |           |  |
| INSURED   |   |      |             |               |  | INSURER B :  |                            |  |           |  |
| South County Chamber of Commerce  |   |      |             |               | INSURER C:   |  |                            |  |           |  |
| 2194 Columbia Bivd  |   |      |             |               | INSURI   | ERD:   |                            |  |           |  |
| l   |   |      | INSURER E : |               |  |  |                            |  |           |  |
| Saint Helens OR 97051   |   |      |             |               | INSURI   | ERF:   |                            |  |           |  |
|   |   |      |             |               |  |  | 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. |   |      |             |               |  |  |                            | I THIS   |           |  |
| INSR<br>LTR   | TYPE OF INSURANCE   | ADDL | SUBR        | POLICY NUMBER |  | POLICY EFF<br>(MM/DD/YYYY)                           | POLICY EXP<br>(MM/DD/YYYY) | LIMITS   |           |  |
|   | COMMERCIAL GENERAL LIABILITY  |      |             |               |  |  | 10                         |  | 1,000,000 |  |
|   | CLAIMS-MADE X OCCUR   |      |             |               |  |  |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$             | 100,000   |  |
|   |   | ľ    |             |               |  |  |                            | MED EXP (Any one person) \$                              | 5,000     |  |
| Α   |   | Y    |             | CPS2840487    |  | 08/18/2018   | 08/19/2018                 | PERSONAL & ADV INJURY \$                                 | 1,000,000 |  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  |      |             |               |  |  |                            | GENERAL AGGREGATE \$                                     | 2,000,000 |  |
|   | POLICY PRO-<br>JECT LOC   |      |             |               |  |  |                            | PRODUCTS - COMP/OP AGG \$                                | 2,000,000 |  |
|   | OTHER:  |      |             |               |  |  |                            | \$   |           |  |
|   | AUTOMOBILE LIABILITY  |      |             |               |  |  |                            | COMBINED SINGLE LIMIT (Ea accident) \$                   |           |  |
|   | ANY AUTO ALL OWNED SCHEDULED  |      |             |               |  | ()   |                            | BODILY INJURY (Per person) \$                            |           |  |
|   | AUTOS AUTOS NON-OWNED   |      |             |               |  |  |                            | BODILY INJURY (Per accident) \$ PROPERTY DAMAGE          |           |  |
|   | HIRED AUTOS AUTOS   |      |             |               | J.   |  |                            | (Per accident)   |           |  |
| -   | UMBRELLA LIAB OCCUP   | _    |             |               |  |  |                            | \$   |           |  |
|   | - EXAMPLE - OCCUR   |      |             |               |  |  |                            | EACH OCCURRENCE \$                                       |           |  |
|   | CLAIMS-MADE   |      |             |               |  |  |                            | AGGREGATE \$   |           |  |
|   | DED RETENTION \$ WORKERS COMPENSATION   |      | -           |               | _  |  |                            | PER OTH-<br>STATUTE ER                                   |           |  |
|   | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE   |      |             |               |  |  | 1                          | ***************************************                  |           |  |
|   | OFFICER/MEMBER EXCLUDED?  | N/A  |             |               |  |  |                            | EL EACH ACCIDENT \$                                      |           |  |
|   | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |      |             |               |  |  |                            | EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |           |  |
|   | BEGORN FIGN OF OF ERGENONS BRIDW  |      |             |               |  |  |                            | E.L. DISEASE - POLICY LIMIT   \$                         |           |  |
|   |   |      |             |               |  |  |                            |  |           |  |
|   |   |      |             |               |  |  |                            |  |           |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Columbia County Oregon is included as additional insured per CG2010(04/13).   |   |      |             |               |  |  |                            |  |           |  |
|   |   |      |             |               |  |  |                            |  |           |  |
|   |   |      |             |               |  |  |                            |  |           |  |
|   |   |      |             |               |  |  |                            |  |           |  |
|   |   |      |             |               |  |  |                            |  |           |  |
| CERTIFICATE HOLDER CANCELLATION   |   |      |             |               |  |  |                            |  |           |  |
| Columbia County Oregon<br>230 Strand St   |   |      |             |               | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |  |                            |  |           |  |
|   | 200 Oliana Ot   |      |             |               | AUTHORIZED REPRESENTATIVE  |  |                            |  |           |  |
| Saint Helens OR 970   |   |      | OR 97051    | Carmon Diso   |  |  |                            |  |           |  |

### GIVE THIS SHEET TO YOUR INSURANCE CARRIER

THIS PAGE IS TO BE MADE A PART OF INSURANCE POLICY #

| REC | E | 1 | VED  |
|-----|---|---|------|
| JUN | 0 | 6 | 2018 |

#### INSURANCE REQUIREMENTS

ROAD DEPT.

Before Columbia County can issue a permit for a public event, the sponsor must provide proof of public liability insurance, including property damage, covering all sponsor's activities, including volunteers, arising out of the event with a single limit policy of not less than \$2,000,000 covering all claims per occurrence.

The policy also shall bear the following endorsement:

"Without prejudice to coverage otherwise existing herein, Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are included as additional insureds under this policy as to any claims or claims for injury to person, including death, or damage to property, resulting from or growing out of the activities of the named insured, including all volunteers, under the permit issued by the county for:

"It is understood and agreed that this policy shall not terminate or be canceled prior to the completion of the event without first giving 30 days written notice of intention to terminate or to cancel said policy to the county.

"Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured."

A Certificate of evidence of such insurance, together with the above endorsement, shall be submitted to the County and shall be subject to the approval of the County Counsel on behalf of Columbia County as to the adequacy of protection.

**SEND CERTIFICATE TO:** 

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

NOR: Stant/Amidrieloasted to Nawquestern / NWAAC area of 874

RECEIVED

Google Earth Nater Station #1 &2

traffic control invagines volum teas at key intersecting vounters on road signage

, water safety starting at strategic waypoints , race time timet 3/2 hrs - all remainmen on comple

#### Memo

Date: July 30, 2018

To: Board of Commissioners

From: Holly Miller

**Subject:** Broadband Planning Project Consultant Procurement

IT recently completed the selection (pending contract approval) of a consultant for the grant funded Broadband Planning Project, with the assistance of Jean Ripa, HR Director, and feedback from Commissioner Macgruder.

IT followed an intermediate procurement process, per County Counsel, sending informal bid requests, a project scope of work, timeline, and grant information to multiple agencies that offered broadband planning services. Three vendors; Commstructure/NetCity, Vantage Point Services (VPS), and CTC Technology & Energy (CTC) responded with proposals.

All three respondents had significant experience (Commstructure/NetCity was a fairly new partnership between an established engineering firm and a well-known broadband strategic planning provider), strong skillsets, thoughtful proposals, and were very closely priced, making selection between them difficult. Ultimately, however, Vantage Point Services' focus on stakeholder and community engagement aligned most closely with the county's objectives of Service, Engagement, and Connection. VPS will be providing onsite, in person stakeholder meetings, off-site follow-up calls, a public town hall event, a statistically valid market survey, and an additional online survey tool for residents and businesses to provide input and submit questions, which represented the most extensive outreach offering of the respondents.

In addition to their strong outreach commitment and planning expertise, VPS has significant experience assisting clients with federal grant applications, allowing them to provide guidance on steps to take in this initial project phase to increase our eligibility for grant funding for any future phases we undertake. VPS is also currently working with Harney County, in eastern Oregon, conducting a feasibility study for their broadband efforts, which could provide some project synergy and possibly even travel cost savings.

Finally, VPS is well versed in the myriad of contracts and agreements that are needed, once a community commits to moving forward with a broadband project. They will include templates and guides for these agreements in their final project report, which could result in substantial time and cost savings for the county. Overall, the VPS proposal was for just under the \$68,500 Oregon Lottery funded grant awarded to the county through Business Oregon, and the VPS proposal offered the county the greatest value for the money.

I will be attending the August 8<sup>th</sup> board meeting, in the morning, for the contract approval listed on the consent agenda. Pending approval, I will also be present in the afternoon, with the VPS Project Manager, who will provide a brief overview of the project and discuss opportunities for project participation. Please let me know if you have any questions or concerns.

If you approve the contract – the motion to approve could read as follows: I move that we approve the Broadband Planning Grant project consulting services contract with Vantage Point Services, Inc for the not to exceed amount of \$65,500.