



CLATSOP COUNTY BOARD OF COMMISSIONERS

“Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect”

Scott Lee, Dist. 1 – Chairman
Dirk Rohne, Dist. 4 – Vice-Chairman
Sarah Nebeker, Dist. 2
Lisa Clement, Dist. 3
Lianne Thompson, Dist. 5
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Regular Meeting

July 13, 2016

Judge Guy Boyington Building, 857 Commercial, Astoria

Regular Meeting: 6:00 pm

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

1. **FLAG SALUTE**
2. **ROLL CALL**
3. **AGENDA APPROVAL**
4. **PRESENTATIONS**
 - a. Clatsop Economic Development Resources{Page 1}
 - b. Transportation Project Priorities N/A
5. **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
6. **CONSENT CALENDAR**
 - a. Westport Ferry Ramp Fund Exchange Agreement with ODOT{Page 31}
 - b. Board of Commissioners Regular Meeting 5-25-16.....{Page 39}
 - c. Westlaw online legal research subscription renewal 2016-19{Page 43}
 - d. Approve Public Health Contract Amendment and Resolution & Order{Page 47}
 - e. 2016 Hood to Coast Relay – County Road Event Application.....{Page 57}
 - f. Approve Bike Rides NW Bicycle Tour County Road Event Permit.....{Page 99}
 - g. Approve contract for stage, sound & lighting for Clatsop County Fair{Page 123}
 - h. Agreement for Craig Morgan performance at the Clatsop County Fair{Page 131}
 - i. Approve the 2016-17 budget & appropriation adjustments{Page 159}
7. **PUBLIC HEARINGS**
 - a. Ordinance 16-04 Amending County Code to change On-Site Wastewater Management Program Enforcement (*Second Reading*){Page 163}
8. **BUSINESS AGENDA**
 - a. Cost of Living Adjustment for Unrepresented Employees{Page 167}
- a. **COMMISSIONERS’ REPORTS**

b. COUNTY MANAGER'S REPORT

c. ADJOURNMENT

**Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:
*Astoria Public Library - Seaside Public Library - Board of Commissioners Office***

Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.



Clatsop County Commission Meeting
CEDR Update. 2015 Annual & 2016 YTD
July 13, 2016

Presented by Kevin Leahy, Executive Director
CEDR & Clatsop Community College Small
Business Development Center

CEDR 2015 annual & 2016 YTD results

Clatsop Community College Small Business Development Center performance recap:

Counseling Clients: **230**

Counseling Hours: **1799**

Long Term Clients: **86** (5 or more hours of advising)

Training Events: **75**

Training Attendance: **680**

Total Jobs Created/Retained: **71**

Capital Formation: **\$2,757,510**

Increased Sales: **\$987,813**

Business Starts: **12**

10-99 Employee Counseled **14**

-David Reid was named the full-time lead advisor for the CCC SBDC effective January 1st.

-Our part-time advisor staff consists of Bill Musemeche, Jorge Gutierrez (focusing on the Hispanic business community) and Mark Redwine, who works with the businesses enrolled in the CCC SBDC Small Business Management Program. We have recently added Sally Lemond to the team. Sally will work with clients on QuickBooks needs and issues.

-Our 2015-16 signature CCC SBDC SBM (Small Business Management) Class had 12 businesses enrolled. **The 2016-17 program kicks off on September 1st** for a ten month period, and applications are currently being accepted.

-The **75 training events** center on workforce development and training with an average enrollment of nine attendees per class. The great majority of workshops are held in both Astoria and Seaside.

The Clatsop Community College Small Business Development Center was the 2015 winner of the SBA (Small Business Administration) State of Oregon "Excellence & Innovation award AND the Region X "Excellence & Innovation Award" for the states of Alaska, Idaho, Oregon & Washington.

CEDR Highlights 2016 YTD:

CEDR 2016-17 BUDGET INCLUDED IN PACKET. REQUESTING CONTRACT APPROVAL FOR \$70,000 ANNUAL COUNTY CONTRIBUTION FROM VIDEO LOTTERY FUNDS FROM BUSINESS OREGON AT THIS MEETING.

-CEDR Awards Event March 16th, 2016 CEDR county-wide business awards event at the Loft at the Red Building with over 180 business and community leaders in attendance. Ten awards were given out to businesses from throughout Clatsop County,

-CEDR and the local Oregon Employment Department spearheaded the Clatsop County High School Career & Job Fair at the Clatsop County Fairgrounds on **April 5th** with **68** employers participating, and **over 700** students. Also raised **over \$7,400** from businesses and the school districts to feed the kid's lunch. Plans are to expand this for next year to include a career & job fair for the adult job seekers in the afternoon after the high schools have departed.

-CEDR and Col-Pac have been spearheading an **Affordable/Available Housing Task Force** for Clatsop County, with public and private partners from throughout the county actively engaged, including Clatsop County Community Development Director Heather Hansen. After several public meetings with elected officials and stakeholders from throughout the county, the focus will be project-based, with the participation of the Regional Solutions Team, CEDR, and the entities the project falls under geographical boundaries. **CEDR LETTER OF SUPPORT FOR RICHARD KRUEGER PROJECT WAS DELIVERED TO COMMISSIONERS ON FEBRUARY 24TH, AND IS IN THIS PRESENTATION PACKET.** This is a top issue impeding economic growth.

AMCCO (Astoria Marine Construction Company)

Clatsop County and CEDR have been partners for years in trying to find a solution to the environmental issues facing AMCCO. Most recently, the CEDR board of directors, including Commissioner Dirk Rohne, sent a letter to Bob Williams, lead project coordinator for DEQ, to request a 5-10 year moratorium on the closure. **LETTER OF SUPPORT IS IN THIS PRESENTATION PACKET.**

-CEDR spearheaded with all the public partners the **CEDS (Comprehensive Economic Development Strategy)** and **Regional Solutions Priorities for Clatsop County** to our State and Federal partners. **UPDATED LIST IS IN THIS PRESENTATION PACKET.**

-CFEDC (Clatsop Forestry Economic Development Committee). Kevin is Chairman. Updated County Commissioners at the June 8th commission meeting the importance of this sector in our regional economy.

26th annual leader's tour will be held on Wednesday, October 5th, with the theme "Forest Protection & Enhancement". SAVE THE DATE!

-Fishing/Marine/Maritime. CEDR is working with OSU Extension and key employers in this sector to form a committee similar to the CFEDC committee to showcase the importance of the seafood and seafood processing industry to our regional economy. OSU has recently hired a newly created fisheries position in Clatsop County, and CEDR will work with that individual to move forward on the planning.

-Historic Preservation. CEDR is a founding member of the CPP (Columbia Pacific Preservation) committee, and works with the CCC Historic Preservation program on grants, marketing of the program, and recruitment efforts.

-S.T.E.M Partnership.

Kevin is serving on the newly formed Northwest Regional STEM partnership, a cross-section group of individuals with interests in Clatsop, Columbia, Tillamook and western Washington counties. The purpose of the group is to determine regional priorities and action planning for STEM and CTE education that will grow economic development in our region. Kevin is also asking the committee to focus on the "A" in "S.T.E.A.M.", for the arts.

-Kevin continues as the Clatsop County "Enterprise Zone" manager.

-CEDR organizes and leads monthly meeting with County Manager Cam Moore, all City Managers, Sunset Parks & Recreation Director, Sunset Empire Transportation District Director, more.

CEDR 2016 Proposed Budget (July 2016-June 2017)

	Baseline	Pct	Actual	Pct
7-1-16 through 6-30-17				
Revenue				
County Sponsorship	\$70,000	27%		0%
City/Port/SETD	\$34,500	13%		0%
CCC Support \$37.4K/+Program Income	\$55,404	21%		0%
Private Sector Sponsorship	\$25,000	10%		0%
Federal/SBDC Grants	\$73,454	28%		0%
Carryover into FY	\$3,000	1%		0%
Total Revenue	\$261,358	100%	\$0	0%
Expenses				
Wages & Fringe	\$200,908	77%		0%
Rent (South County)	\$9,000	3%		0%
Contracted Consultants/SBDC Coun.	\$24,000	9%		0%
G&A/Advertising/Travel/Supplies/Misc.	\$23,522	9%		0%
Unallocated (Carry into next FY)	\$3,928	2%		0%
Total Expense	\$261,358	100%	\$0	0%

Projected Revenue: Clatsop County \$70,000. Cities of Astoria \$10,000, Seaside \$10,000 Warrenton \$7,000. Cannon Beach \$3,000. Gearhart \$3,000, Port of Astoria \$1,000. Sunset Empire Transportation District \$500 Clatsop Community College \$37,404 "Match" and Program Income of \$18,000. Total = \$55,404
Private Sector Sponsorship \$25,000
Federal/SBDC funding: SBA \$30,150. OBDD/Business Oregon \$42304. Total= \$73,454
Checking Balance Carryover into new year- \$3,000

Expenses

Wages & Benefits for Kevin Leahy, David Reid & 25% of office assistant
 CEDR pays \$750/month to maintain an office in Seaside
 Contracted Consultants- Estimated is CCC SBDC PT business counselors
 G& A Breakdown:
 Advertising/Marketing 13,200
 Memberships- Country Club, Seaside Rotary, Astoria Rotary 3200
 Estimated Travel & Business Expenses \$300/month 3600
 Accounting Fees (Bussert & Law/ Debbie Eddy) 1850
 Misc. (OEDA Membership, Business Filing, Misc.) 800
 Liability Insurance 872
TOTAL 23522



February 24, 2016

Clatsop County Commissioners:

At the January Clatsop Economic Development Resource's (CEDR) Board of Director's meeting, it was unanimously agreed that CEDR lend its support to the housing project being proposed by Mr. Richard Krueger, at the Miles Crossing site.

While we don't pretend to know the challenges related to Mr. Krueger's proposal, we are well aware of the **absolute need** for all types of housing in Clatsop County and the 168 units that he is looking to build would take a major chunk out of the housing crisis we are now facing.

One of CEDR's major goals is that of growing jobs in Clatsop County and in order to achieve that goal, we simply need to be able to supply adequate housing. With the current growth of many of our local businesses, the impending arrival of businesses such as Walmart, potential growth at the North Coast Business Park and throughout Clatsop County, we have to realize that not all of the employees needed will be local, but many will be newcomers to Clatsop County. Where will they live?

CEDR has several committees of dedicated volunteers working on our housing shortage from all angles and we are making some great progress. As a matter of fact Mr. Krueger was at our initial housing meeting this past October, along with many other contractors, developers, planning staff and county-wide leaders, all looking for solutions to our lack of housing of any kind.

His proposed Miles Crossing project could be exactly the type of project needed to put us on the right track, and hopefully be a catalyst for future development with other developers county-wide.

Please know that if CEDR can be of any assistance in this approval process or if our testimony, as to the seriousness of our housing crisis is needed, please call me to review more details.

We thank you for your thoughtful consideration of this valuable project.

Sincerely yours,

Kevin Leahy
Executive Director, CEDR & Clatsop Community College Small Business Development Center
Email: k Leahy@clatsopcc.edu
Direct: 503-338-2342



June 1, 2016

Robert Williams
Oregon Department of Environmental Quality
Project Manager- AMCCO Clean-up site
VIA EMAIL: williams.robert.k@deq.state.or.us

RE: Closure of Astoria Marine Construction Company (AMCCO). Moratorium Requested.

Dear Mr. Williams

As the economic development organization for Clatsop County, CEDR (Clatsop Economic Development Resources) requests your continued help and assistance in working through a short-term and long-term solution to the impending closure of AMCCO, (Astoria Marine Construction Company), which has served the lower Columbia region for generations, repairing and maintaining our fishing fleet, as well as many other customers in the maritime industry.

You received the letter from Denise Lofman, chair of the AMCCO Community Advisory Group, dated May 16th, 2016. (I have attached a copy of the letter for your referral and reference.) The specifics of the letter recap the process that has been going on for years to work with your department on the importance of keeping the facility open and operating once the clean-up has taken place, but the cost is prohibitive and AMCCO will close, leaving our fishing fleet and others without the ability to take care of maintenance and repairs at a local facility in a timely and cost effective manner.

Astoria is the second largest commercial fishing port on the West Coast, with 122.3 million pounds landed in 2014 worth \$42.7 million. Commercial fishing represents 18.6% (\$142.4) of all earned income in Clatsop County, and the multiplier impact for other industries that cater to the fishing industry is a much larger number.

We propose a 5-10 year moratorium on the closure of the AMMCO facility. This moratorium would save the jobs of the skilled shipwrights on staff, maintain the specialized older equipment to work on wooden boats, allow emergency haul out and repair capabilities, and keep the fishing fleet repair business local.

It was noted in the letter from Ms. Lofman that recreational uses of the river and neighbors are currently not impacted by the site due to the limited geographic extent of the contaminants, so the requested moratorium would not cause additional environmental concerns.

Most importantly, it would allow time to lay out the costs, funding needs and options associated with moving the boat repair facility to a short term and permanent location, while continuing the business in its present location.

CEDR supports the Port of Astoria taking a lead role with Business Oregon, Regional Solutions and other local, state and federal partners to find a solution, and stands ready to be an active participant and member of an advisory group dedicated to not losing this expertise and business in our region.

We echo the request from the Citizens Advisory Group from May 16th and “strongly and respectfully ask for Oregon Department of Environmental Quality assistance in helping to make this partnership happen through political support, funding and coordination, thereby showing your recognition of the importance of this local asset”

Sincerely,

CEDR Board of Directors &

Kevin Leahy, Executive Director CEDR & Clatsop Community College Small Business Development Center

Email: kleahy@clatsopcc.edu

Direct: 503-338-2342

CEDR Board of Directors

Rosemary Baker-Monaghan

Linda Beck-Sweeney

Court Carrier

Alisa Dunlap

Kurt Englund

Brett Estes

Steve Fulton

Gerald Hamilton

Skip Hauke

Mark Kujala

Brant Kucera

Tita Montero

Mark Morgans

Chris Nemlowill

Dirk Rohne

Pam Rush

Kendall Sawa

Kristin Talamantez

Dianne Widdop

Chair, Clatsop Community College Board

Owner, Cannon Beach Vacation Rentals

Executive Director, Cannon Beach Chamber of Commerce

Regional Business Manager, Pacific Power

President, Englund Marine & Industrial Supply

City Manager, City of Astoria

Port of Astoria Commissioner

Interim President, Clatsop Community College

Executive Director, Astoria Warrenton Chamber of Commerce

Mayor, City of Warrenton

City Manager, City of Cannon Beach

City Councilor, City of Seaside

Area Manager of Lewis & Clark Timberlands,

Managed by Greenwood Resources

Co-Owner of Fort George Brewery & Public House

Clatsop County Commissioner

Bank of the Pacific

Chief Executive Officer, Providence Seaside Hospital

Warrenton Business Association

Mayor, City of Gearhart

Advisory Members

Jeff Hazen	Executive Director, Sunset Empire Transportation District
Brian Owen	Executive Director, Seaside Chamber of Commerce
Erik Thorsen	Chief Executive Officer, Columbia Memorial Hospital
Kristi Ward	Community Relations GP Wauna Mill

CC:

Fritz Graham, Senator Wyden's Office
Katie Gauthier, Senator Merkley's Office
Ali Vander Zanden, Congresswoman Bonamici's office
Senator Betsy Johnson
Representative Deborah Boone
Chris Harder, Business Oregon Director
Samantha Mary Julian, Business Oregon, Assistant Director
Mark Ellsworth, Governor's Office, Regional Coordinator, Regional Solutions
Nina DeConcini, DEQ Administrator
Dennie Houle, Business Oregon, Business Development Officer
Mary McArthur, Col-Pac Executive Director
Patrick Wingard, DLCD, North Coast Regional Representative
Jennifer Purcell, DEQ, North Coast Regional Solutions Team
Melanie Olson, IFA, Business Oregon, Regional Coordinator
Denise Lofman, Executive Director, CREST
Arline LaMear, City of Astoria, Mayor
Don Larson, City of Seaside, Mayor
Sam Steidel, City of Cannon Beach, Mayor
Cameron Moore, Clatsop County Manager
Scott Lee, Clatsop County Commissioner, Chair
Sarah Nebeker, Clatsop County Commissioner
Lisa Clement, Clatsop County Commissioner
Dirk Rohne, Clatsop County Commissioner
Lianne Thompson, Clatsop County Commissioner
Andrew Bornstein, Bornstein Seafoods
Mark Kujala, Skipanon Brand Seafood
Chih Wang, Da Yang Seafoods
Steve Fick, Fishhawk Fisheries
Mike Brown, Pacific Seafoods
Patrick Corcoran, OSU, Oregon Sea Grant
Eric Dunker, Regional Administrator OSU Extension
Scott McMullen, Oregon Fishermen's Cable Committee
CEDR Board of Directors

North Coast Regional Solutions Team PROJECT TRACKING MATRIX

Adopted: July 1, 2016

Updated: July 2016

NORTH COAST REGIONAL SOLUTIONS TEAM MEMBERS
Mark Ellsworth, Regional Coordinator – Governor Kate Brown’s Office
Jae Pudewell, Regional Solutions Liaison – Oregon Department of Transportation
Dennie Houle, Business Development Officer – Business Oregon
Jennifer Purcell, Regional Solutions Coordinator – Oregon Department of Environmental Quality
Patrick Wingard, North Coast Regional Representative – Oregon Dept. of Land Conservation & Development
Melanie Olson, Regional Coordinator – Business Oregon’s Infrastructure Finance Authority
Mary McArthur, Executive Director – Columbia Pacific (Col-Pac) Economic Development District

North Coast Team Mission and Regional Priorities

Team Mission: Promote and sustain healthy communities through retention, diversification and expansion of the economic base. Job creation is paramount with the goal of expanding the region’s economic base while being responsible stewards of the region’s natural resources.

Regional Priorities:

- Sustain and grow NW Oregon businesses in areas such as marine based industry, tourism, small manufacturing, forest products, agriculture and aviation.
- Support innovation, business incubation and the manufacturing of new product technologies. Assist business start-ups and entrepreneurs.
- Improve the readiness of industrial land by addressing wetlands, transportation access, infrastructure and other impediments. Work to increase the number of sites that have building-ready status.
- Review, streamline and address regulatory and permitting impediments to economic development.
- Address comprehensive solutions to barriers limiting business retention and expansion (e.g., housing, workforce development).
- Work with rural communities to plan, coordinate, fund and install needed infrastructure and advance community development and resiliency initiatives.
- Bring regional support to ongoing Oregon Solutions projects (e.g., Southern Flow Corridor, Vernonia schools).

North Coast Regional Solutions Team

PROJECT TRACKING MATRIX

Adopted: July 1, 2016

Updated: July 2016

Project and Description	Regional Priorities Addressed	Leverage	Milestones	Partners	Project Management
<p>PORT DISTRICT INITIATIVES</p> <p>Port of Tillamook Bay</p> <p>The Port of Tillamook Bay is a former U.S. Naval Air Station which was home to a blimp squadron during World War II. It contains over 1,600 acres of land and is now the center of Tillamook County's industrial sector.</p> <p>The Port recently leveraged FEMA reimbursement dollars from damages during the December 2007 storm to fund alternative projects, including infrastructure, modeling and new construction.</p>	<p>Sustain and Grow NW Oregon Businesses</p> <p>Support innovation, business incubation and manufacturing</p> <p>Improve the readiness of industrial land</p> <p>Job Creation</p>	<p>\$44 million of FEMA Reimbursement Dollars</p> <p>\$7 million of Legislative Match</p> <p>\$163,296 Connect Oregon IV Grant</p> <p>\$3,265,914 FAA Grant</p> <p>\$140,000 ODOT TGM Grant</p>	<ul style="list-style-type: none"> Summer 2016: POTB Land Use Plan Drafted and Adopted. The Port is developing a Future Land use Plan to influence compatible development patterns at the industrial park. The Plan identifies clusters to foster economic activity in a coordinated manner with businesses (existing and future), and city, county, and area agriculture operations. <p>Current Port Commission Goals: (1) complete FEMA projects, (2) Salmonberry Trail, (3) UAS, (4) Land Use Plan</p>	<p>Michele Bradley, Port of Tillamook Bay, Mayors of port affiliated cities, OEM – FEMA, DSL, SHPO, Business Oregon, IFA, DEQ, DLCD, Oregon Department of Aviation</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Supporting Port Led Projects</p> <p>Team: IFA, DEQ, DLCD, Business Oregon, DSL, OEM, ODOT</p>
<p>Port of Garibaldi</p> <p>The Port of Garibaldi serves the forest product industry, commercial and charter fishing, seafood processing and recreational sports, and</p>	<p>Sustain and Grow Marine Based and Forest Products Industry</p> <p>Readiness for Industry by Addressing</p>	<p>\$1.6 million from Connect Oregon</p> <p>\$3.1 million from U.S. Dept. of Commerce EDA</p>	<ul style="list-style-type: none"> Update and implement strategic plan South Jetty Repair remains our region's top federal priority Feasibility analyses are underway for a potential retail operation and ice-making facility 	<p>Port of Garibaldi, City of Garibaldi, ODOT, Coh-Pac</p> <p>(The team has worked to fund infrastructure to benefit small farm producers and small commercial fishing operations)</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Supporting Port</p>

North Coast Regional Solutions Team

PROJECT TRACKING MATRIX

Adopted: July 1, 2016
 Updated: July 2016

<p>encompasses the cities of Bay City, Garibaldi and Rockaway Beach.</p> <p>The Port just finished a major project to upgrade the structural integrity and weight bearing ability of the Wharf. This upgrade now provides opportunity to attract more sophisticated business operation. Commercial Avenue renovations are also complete.</p>	<p>Infrastructure Needs</p> <ul style="list-style-type: none"> Job Creation Community Development Initiatives 	<p>\$1.5 million in the form of a US DOT TIGER Grant</p>	<ul style="list-style-type: none"> Build out the new wharf 	<p>that would in effect, extend the growing season by providing cold storage to preserve stock for winter sale and other value-added infrastructure which will increase the type of products available.)</p>	<p>Led Projects</p> <p>Team: ODOT, DEQ, DLCD, Business Oregon, DSL, Col-Pac</p>
<p>Port of Nehalem</p> <p>The Port of Nehalem is the smallest port within the region and encompasses the communities of Manzanita, Nehalem and Seiler. The Port's mission is largely focused on maintaining the health and navigability of the Nehalem River.</p>	<p>Sustain and Grow Marine Based Industry</p>			<p>Port of Nehalem Commission, Mayors of port affiliated cities, ODFW, DSL</p>	<p>Agency Lead: GO</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Supporting port and community initiatives</p> <p>Team: ODOT, DEQ, DLCD, Business Oregon, DSL, Col-Pac</p>

North Coast Regional Solutions Team

PROJECT TRACKING MATRIX

Adopted: July 1, 2016

Updated: July 2016

<p>Port of Astoria</p> <p>The Port of Astoria manages marine, industrial and aviation facilities in Astoria and Warrenton. The team and state agencies have worked closely with the Port over the years on providing infrastructure and financing.</p>	<p>Sustain and grow NW Oregon businesses in areas such as marine based industry, manufacturing and aviation.</p> <p>Job Creation</p>	<p>\$1,000,000 Connect Oregon IV for Pier II upgrade</p> <p>Combined planning underway with the County which will leverage IFA funding, local funding and potential federal funding</p>	<ul style="list-style-type: none"> Team and Col-Pac are working with the Port on an updated strategic plan Pier II Structural Deficiencies Airport Repaving Storm Water Management East Mooring Basin Causeway/Sea lions Potential Boatyard Relocation Removal of Derelict Vessels 	<p>Port of Astoria Commission, City of Astoria, City of Warrenton, Clatsop County, CEDR, Col-Pac</p> <p>For Issues at Tongue Point: US Dept. of Labor, US Coast Guard, Federal Delegation, DSL, ODOT, Business Oregon, IFA, City of Astoria</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Dennie Houle</p> <p>RST Role: Coordination</p> <p>Team: Business Oregon, DLCD, DSL, IFA, ODOT, DEQ</p>
<p>Port of St. Helens</p> <p>The Port of St. Helens holds jurisdiction in Columbia County along a six mile band that runs for 51 miles along the Columbia River. The Port manages property at nine sites in the county. The team has worked closely with the Port on development at Port Westward and the Scappoose Industrial Airpark.</p> <p>Port Westward is one of Oregon's key industrial sites with rail access and a natural self-scouring dock on the Columbia River. It is included in an Enterprise Zone and an</p>	<p>Readiness for Industry by Addressing Infrastructure Needs</p> <p>Improve the readiness of industrial land.</p> <p>Job Creation</p>	<p>\$2 million Connect Oregon V Project for Port Westward Dock upgrade (Berth 1)</p>	<ul style="list-style-type: none"> Clatskanie Middle School to be converted to office space and technology center for Port Westward businesses. Space also for community business incubator Port Westward development opportunities Scappoose Airpark development opportunities Recertification of McNulty Creek property Railroad Corridor Property Clean Up (Pole Yard) 	<p>Columbia County, Port of St. Helens, Mayors of port affiliated cities, Army Corps, PGE, NW Natural, Portland & Western Railroad, Local Communities</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Dennie Houle</p> <p>RST Role: Bring Agency Coordination and response</p> <p>Team: Business Oregon, IFA, DLCD, DEQ, ODOT, DSL</p>

North Coast Regional Solutions Team
PROJECT TRACKING MATRIX

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<p>Urban Renewal Area and is a site for PGE operations as well as Global Partner's ethanol facility.</p> <p>The Scappoose Industrial Airpark now benefits from the city's expansion of the UGB allowing for development near the Airport.</p>					
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North Coast Regional Solutions Team

PROJECT TRACKING MATRIX

Adopted: July 1, 2016

Updated: July 2016

Project and Description	Regional Priorities Addressed	Leverage	Milestones	Partners	Project Management
<p>ACTIVE PROJECTS</p> <p>Neskowin Emergency Access Road</p> <p>Oregon state fire code requires communities of over 29 residences to have two access roads. Neskowin, an unincorporated community, with several hundred homes has only one access across a narrow bridge which could fail in a flood or emergency event. This project will construct an emergency access that will serve the community during an emergency.</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure</p>	<p>\$100,000 - Neskowin Community \$25,000 - Private Donation \$423,000 - Tillamook County \$150,000 - RST Dollars</p>	<ul style="list-style-type: none"> Project engineering and design work is underway and about 25% complete 	<p>Tillamook County, Community of Neskowin, USFWS, ODFW, Nestucca Fire District, Nestucca Watershed Council, Neskowin Community Association, Neskowin Citizens Advisory Committee</p>	<p>Agency Lead: Tillamook County Team Lead: Mark Ellsworth RST Role: Supporting and coordinating permitting and funding for this project. Contribution of RST Dollars. Team: DSL, State Parks, ODFW, DEQ</p>
<p>Tillamook Flooding – Southern Corridor Project</p> <p>In 2007, Oregon Solutions begun the Tillamook Bay Flood Reduction project with the goal of managing the impact of flooding which routinely ravaged the county. Twenty individual projects from spillways to plans for gravel</p>	<p>Providing support for Oregon Solutions Projects Address comprehensive solutions to barriers limiting business retention and expansion</p>	<p>\$250,000 in Private Philanthropy \$1.4 Million in OWEB Acquisition Grant \$745,000 USFWS \$346,849 in Kind NOAA \$2.7 million from NOAA \$3,225,000 from FEMA \$1,075,000 State</p>	<ul style="list-style-type: none"> Summer 2016: Project construction 	<p>Tillamook County, Port of Tillamook Bay, Oregon Solutions Project Team, Tillamook Estuary Partnership (TEP), USAC, USFWS, ODFW, NMFS, NOAA Original Co-Conveners: Mark Labhart and Betsy Johnson</p>	<p>Agency Lead: Tillamook County, POTB, OEM Team Lead: Mark Ellsworth RST Role: Supporting this Oregon Solutions Led Project. Contribution of RST Dollars.</p>

North Coast Regional Solutions Team

PROJECT TRACKING MATRIX

Adopted: July 1, 2016

Updated: July 2016

<p>removal were designed to put infrastructure in place to move water through the county. Most recently, 130 acres have been acquired to open land for what may be the largest flood reduction and ecological restoration project on the west coast.</p> <p>To date, \$10.6 million has been raised for the project.</p>		<p>Bond \$125,000 OWEB Grant for monitoring \$550,974 IFA Brownfields Grant \$500,000 in Regional Solutions Dollars</p>			<p>Team: ODOT, DLCD, DSL, ODFW, OEM, DEQ</p>
<p>Tillamook Downtown Revitalization</p> <p>ODOT's realignment of Highway 6 and Highway 101 in downtown Tillamook has provided the city with the opportunity to undertake several revitalization projects. Agency coordination will be critical to support the City's work and to maximize investment opportunity.</p> <p>The City is a part of the Oregon Main Street Program.</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure and advance community development and resilience initiatives.</p>	<p>\$1,650,000 enhancement dollars from OTC \$27,000,000 OR6/US101 JTA project. \$100,000 investment in Oddfellows Building by OHCS.</p>	<ul style="list-style-type: none"> o Identify safety improvements for the Wilson River Loop intersection with Highway 6 as the downtown Tillamook construction will be resulting in a significant increase in traffic diversion to the loop road. o Looking at a potential brownfield issue at de Garde Brewing site 	<p>City of Tillamook, Tillamook County Economic Development, TURA, Revitalization Committee, Oregon Main Street, Business Oregon, IFA, DEQ, DLCD, ODOT, SHPO</p>	<p>Agency Lead: City of Tillamook</p> <p>Team Lead: Jae Pudewell, Patrick Wingard/Dennie Houle</p> <p>RST Role: Agency Coordination</p> <p>Team: Business Oregon, IFA, DLCD, DEQ, ODOT</p>

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<p>Salmonberry Trail</p> <p>The decision by the Port of Tillamook Bay to not rebuild the rail created an opportunity to convert the old rail bed from Banks to Tillamook into bike, horse and pedestrian trail. This project would create a world class destination spot. Portions would retain rail for tourist train use.</p> <p>Oregon Department of Forestry and Parks Department have contributed staff time and financially to the project.</p>	<p>Sustain and grow NW Oregon businesses in areas such as ... tourism</p> <p>Expand regions economic base while being responsible stewards of the region's natural resources</p>	<p>\$400,000 EPA Brownfields Assessment Award</p> <p>\$124,000 TGM County Code Adoption</p> <p>\$150,000 Cycle Oregon</p> <p>\$150,000 Tillamook County TLT</p> <p>\$50,000 Washington County Visitor's Association</p> <p>\$140,000 Tillamook Forest Heritage Trust</p> <p>\$10,000 Oregon Forest Resources Institute</p>	<ul style="list-style-type: none"> ✓ September 2015: Intergovernmental Agreement executed by the Port of Tillamook Bay, Tillamook County, the State Department of Forestry, and the Oregon Parks and Recreation Department creating the Salmonberry Trail Intergovernmental Agency. ✓ Stakeholder meetings convened in early 2016 in cities of Wheeler, Rockaway Beach, Garibaldi, Bay City, Tillamook and Tillamook County in advance of public hearings for comprehensive plan amendments (TGM). ✓ Summer 2016: Local code adoption for coastal segment of Salmonberry for all local comprehensive plans, TSP's and similar documents. ○ Align extension of urban trail 	<p>Washington and Tillamook Counties, Washington County Visitor's Association, Oregon Parks Department, Department of Forestry, Port of Tillamook Bay, Tillamook Forest Heritage Trust, Cycle Oregon</p>	<p>Agency Lead: Oregon Department of Forestry, Oregon State Parks</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Agency Coordination</p> <p>Team: ODOT, ODOT Rail, DEQ, DLCD, Business Oregon, DSL</p>
<p>Botts Marsh</p> <p>A Tillamook County saltwater marsh that floods daily, located on the Nehalem River estuary next to the City of Wheeler.</p> <p>Opportunities abound: Right off</p>	<p>Expand regions economic base while being responsible stewards of the region's natural resources.</p>	<p>EPA Brownfields Grant for site assessment of Salmonberry Trail</p>	<ul style="list-style-type: none"> ✓ April 2016: Controlling interest of the marsh is acquired by Ken Ulbrecht ushering in an opportunity to preserve and enhance the marsh while engaging in appropriate development of the upland. ○ Brownfield assessment of site 	<p>Tillamook Estuary Partnership, Tillamook County, Watershed Council, City of Wheeler, Mayor Stevie Burden, State Parks, DSL, ODOT, OBDD, ODFW</p>	<p>Agency Lead: Oregon State Parks</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Agency</p>

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<p>Highway 101, it is ideally suited for an educational interpretive center or a natural terminus for the Salmonberry project. A part of the County River Trail Network for kayaking. The train travels there from Garibaldi. An environmental sanctuary for downward migrating smolt and a salmon run which deserves protection.</p>					<p>Coordination Team: ODOT, DEQ, DLCD, Business Oregon, DSL</p>
<p>Clatsop Plains Sub – Area Planning Effort</p> <p>This unincorporated area is located between Gearhart and Warrenton and is characterized by rural residential home sites interspersed among coastal dunes, wetlands, estuaries, a few mobile home parks and small businesses. Hundreds of individual septic systems are located here and water quality is poor. Large tracts of residentially-zoned lands in the area remain undeveloped.</p> <p>Team working to help county coordinate planning to</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure</p> <p>Address comprehensive solutions to barriers limiting business retention and expansion (housing)</p>		<ul style="list-style-type: none"> ✓ January 2013 – County embarks on a 17-month sub-area planning process for the North Clatsop Plains area focused on land use, water quality and transportation needs and issues. ✓ Fall 2015: DEQ starts groundwater monitoring and free well water testing for property owners. ○ May 2016 – Regional Solutions continues to support Clatsop County on achieving near-term (0-2 years), mid-term (2-5 years) and long-term (5+ years) goals as recommended in the Plan. 	<p>Clatsop County, cities of Warrenton and Gearhart, DLCD, DEQ, ODOT, WRD, IFA, DSL, ODFW, OR Military (Camp Rilea), Clatsop Community College, USFW</p> <p>The RST has been a key participant on the project advisory team</p> <p>Highlights the “I’ve got mine and am not paying for yours” problem.</p>	<p>Lead Agency: Clatsop County Community Development Department</p> <p>Team Lead: Patrick Wingard, DLCD North Coast Regional Representative</p> <p>RST Role: Leadership in the Region</p> <p>Team: ODOT, DEQ, DLCD</p>

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<p>maximize investments in infrastructure and plan for orderly growth.</p>	<p>Pacific Seafood In June 2013, Pacific Seafood's Warrenton plant burned to the ground. Substantial costs not covered by insurance. Oregon Legislature approves \$3 million to help rebuild the dock as a part of a package of funding that also includes Strategic Reserve dollars as well as Regional Solutions dollars of \$650,000. The team continues to work on financing, regulatory and permitting issues.</p>	<p>Sustain and grow NW Oregon businesses in areas such as marine based industry ... Fish and shellfish processing is key to the North Coast economy. Retaining and supporting this industry yields spillover benefits to the entire region.</p>	<p>\$350,000 Strategic Reserve Funds \$650,000 Regional Solutions Funds \$3 million Oregon Legislative Assembly</p>	<ul style="list-style-type: none"> ✓ September 2014: Met with company officers and state agency directors to assess needs and outline help available. ✓ September 2015: Advisory Committee raises the total amount available for rebuilding the Pacific Seafood dock to \$650,000. 	<p>DEQ, Business Oregon, IFA, Building Codes, DSL, DAS</p> <p>Agency Lead: Business Oregon Team Lead: Mark Ellsworth and Dennie Houle RST Role: Coordination and permit streamlining. Contribution of RST Dollars. Team: DEQ, DSL, Business Oregon, IFA, Building Codes</p>
<p>food Processor Wastewater permitting DEQ and Business Oregon are working with Oregon's seafood processors to update NPDES permit coverage for the industry's wastewater discharges. North Coast team members are agency leads on this comprehensive and complex activity.</p>	<p>Sustain and grow NW Oregon businesses in areas such as marine based industry ...</p>	<p>February 2, 2016 – DEQ met with the Coastal Caucus and seafood processors. April and May, 2016 – Jennifer Purcell and Dennie Houle completed site visits with all seafood processors who currently have permit coverage. A permit timeline is being developed.</p>	<p>Coastal Caucus, Individual Seafood Processors</p>	<p>Agency Lead: DEQ Team Lead: Jennifer Purcell and Dennie Houle RST Role: Coordination and permit streamlining. Team: DEQ, Business Oregon</p>	<p>DEQ, Business Oregon, IFA, Building Codes, DSL, DAS</p>

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<p>North Coast Business Park</p> <p>This large 177 acre site was acquired by Clatsop County in 1991 and is located within the City of Warrenton. It is being developed by the county as an industrial site with the goal of creating family-wage jobs for the lower Columbia River Region. It is anticipated that there will be four sub-areas with 117 acres available for business activity.</p>	<p>Improve readiness of industrial land by addressing wetlands, transportation access, infrastructure and other impediments.</p> <p>Job Creation</p>	<p>Potential Immediate Opportunity Fund (IOF)</p> <p>Combined planning underway with the Port of Astoria which will leverage IFA funding, local funding and potential federal funding</p>	<ul style="list-style-type: none"> ✓ January 2015: RSIA Designation Awarded ✓ Spring 2015: Park included in Enterprise Zone. ✓ Mitigation and Storm Water Management Plan Complete ✓ County sale of 10 acre portion to Fort George for expansion ○ Site Certification is in process 	<p>Clatsop County, City of Warrenton, Business Oregon, IFA, DLCD, DEQ, DSL, NMFS, USACE, ODOT, Clatsop Co. Economic Development (CEDR)</p> <p>County moving forward with discrete development projects with individual permits while approval of mitigation and storm water master plans are pending</p>	<p>Agency Lead: Clatsop County</p> <p>Team Lead: Dennie Houle</p> <p>RST Role: Coordination and Site Certification (Sierra Gardiner)</p> <p>Team: Business Oregon and , DSL, IFA, DLCD, DEQ, ODOT</p>
<p>Astoria Marine (AMCCO)</p> <p>AMCCO was chosen for evaluation and possible superfund listing following an investigation of sites along the lower Columbia River following its designation as a "River of National Significance."</p> <p>In September 2012, the EPA deferred cleanup to Oregon DEQ oversight and in 2015 and 2016, a risk assessment was completed.</p> <p>Much of the contamination</p>	<p>Address comprehensive solutions to barriers limiting business retention and expansion</p>		<ul style="list-style-type: none"> ✓ September 2012: EPA deferred cleanup of the AMCCO site to Oregon DEQ oversight ✓ June 2015: Remedial Investigation result and Feasibility Study presented to DEQ and participating parties ✓ April 15, 2016: DEQ Staff Report published for public comment ✓ April 21, 2016: RST members attended Community Advisory Group meeting; discussed potential solutions in response to community concerns regarding proposed closure of AMCCO 	<p>Clatsop County, EPA, Astoria Marine Owners, Consultants, Forensic Accountants, Lawyers, Federal Delegation, CEDR, ODEQ, Port of Astoria</p>	<p>Agency Lead: DEQ</p> <p>Team Lead: Jennifer Purcell</p> <p>RST Role: Coordination</p> <p>Team: DEQ, Business Oregon, DLCD</p>

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<p>occurred when the US Navy had the property. The current owners do not have the ability to pay for cleanup. Historic insurance policy coverage has been identified to help with partial cleanup costs.</p>			<ul style="list-style-type: none"> o Community partners are exploring options to retain these services in the region. o 2017: Remedial Action implementation 	
<p>Rainier "A" Street Rail Safety Improvement Project</p> <p>Downtown Rainier is in an unsafe situation where a rail line runs down the center of the main street of this community.</p> <p>The project makes needed rail safety improvements along "A" Street in Rainier and will include dewatering the rail between 2nd and the eastern end of "A" Street, gated crossings, closing some street access, removal of hanging bone parking along with additional street improvements.</p> <p>In addition to making these necessary safety improvements, the project will also help increase livability in this community.</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure</p>	<p>\$2 million in RST Dollars approved by legislature in Fall 2013 for safety improvements</p> <p>\$2,996,264 Connect Oregon V Grant approved by OTC in August 2014</p> <p>Federal Rail Safety Dollars</p>	<ul style="list-style-type: none"> ✓ May 2016: reassignment of Connect Oregon V award from the City of Rainier to P&W receives final approval which will facilitate design and construction of the day-lighted railroad. ✓ Fox Creek Culvert fails and the team works with the city, the Soil and Water Conservation District and NRCS for emergency funding. 	<p>Portland and Western Rail, Genesee and Wyoming Rail, The City of Rainier, Columbia County, Foss Maritime, Inc., Global Partners, The Port of St. Helens, Local Business Community.</p> <p>Agency lead: ODOT</p> <p>Team Leads: Mark Ellsworth, Jae Pudewell</p> <p>RST Role: Coordinating the rail safety improvement process, work closely with the community, secure and manage funding</p> <p>TEAM: ODOT, Business Oregon, DEQ, DLCD</p>

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<p>Vernonia Storm Recovery California Avenue</p> <p>The Vernonia storm recovery effort has engaged multiple agencies and initiatives. Agency involvement is currently focused away from the new school and on community projects.</p> <p>The California Avenue project will provide infrastructure to develop a business park for much needed business growth and will house Photo Solutions.</p>	<p>Providing support for Oregon Solutions Projects</p> <p>Work with rural communities to plan, coordinate, fund and install needed infrastructure and advance community development initiatives</p>	<p>\$15,000 Col-Pac Feasibility Study</p> <p>\$60,000 IFA Engineering Design</p>	<ul style="list-style-type: none"> ✓ 2016: Completed engineering feasibility study of business park ✓ 2016: Preliminary approval of funding for engineering design ○ 2016: Environmental remediation to be completed 	<p>Oregon Solutions with Co-Conveners Tony Hyde and Tom Kelly, Metropolitan Group, City, County, ODOT, School District, OBDD – IFA, State Parks, Forestry, DEQ, DLCD, DOGAMI</p> <p>A model for statewide use in bringing back hard hit rural communities.</p> <p>School District looking to roll \$4.4 million of school construction debt into existing school bond limit.</p>	<p>Agency Lead: City of Vernonia</p> <p>Team Lead: Mark Ellsworth/Dennie Houle</p> <p>RST Role: Bring Agency Coordination and Resources to Remaining Projects</p> <p>Team: DEQ, Business Oregon, DLCD, ODOT, Col-Pac</p>
<p>Vernonia Storm Recovery e Avenue</p> <p>The Vernonia storm recovery effort has engaged multiple agencies and initiatives. Agency involvement is currently focused away from the new school and on community projects.</p> <p>The Senior Center and food</p>	<p>Providing support for Oregon Solutions Projects</p> <p>Work with rural communities to plan, coordinate, fund and install needed infrastructure and advance community development</p>	<p>\$2 million of CDBG funds awarded</p> <p>\$250,000 Meyer Memorial Grant Awarded for the new facility</p> <p>\$125,000 City Donation of Land</p>	<ul style="list-style-type: none"> ✓ 2015: Health Clinic completed with private financing ✓ 2016: Awarded CDBG funding for Senior Center and Food Bank (to be completed 2017) 	<p>Oregon Solutions with Co-Conveners Tony Hyde and Tom Kelly, Metropolitan Group, City, County, ODOT, School District, OBDD – IFA, State Parks, Forestry, DEQ, DLCD, DOGAMI</p> <p>A model for statewide use in bringing back hard hit rural communities.</p>	<p>Agency Lead: City of Vernonia</p> <p>Team Lead: Mark Ellsworth/Mary McArthur</p> <p>RST Role: Bring Agency Coordination and Resources to Remaining Projects</p>

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<p>pantry were both devastated by the flood, but have managed to continue operations in compromised locations. Development of the Rose Avenue project south of City Hall will provide an ideal location out of the flood plain for them as well as a local health clinic.</p>	<p>Initiatives</p>			<p>Still working to retire and reduce \$6.5 million of outstanding debt</p>	<p>Team: DEQ, Business Oregon, DLCD, ODOT</p>
<p>St. Helens Waterfront Redevelopment</p> <p>The City of St. Helens has undertaken a comprehensive look at redeveloping their downtown waterfront district. The team met with the city in 2013 to discuss this opportunity. Particular interest are two sites, where Boise Veneer and Boise White Paper were once located. They offer over 900 acres of development opportunity for the city.</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure and advance community development initiatives</p>	<p>\$200,000 EPA Area wide Planning Grant \$85,000 Business Oregon Integrated Planning Grant and Brownfields funding</p>	<p>✓ June 21, 2016 – Regional Solutions Team meeting with City of St. Helens and consultants from Maul, Foster, Alongi</p>	<p>City of St. Helens, Columbia County,</p>	<p>Agency Lead: City of St. Helens</p> <p>Team Lead: Jennifer Purcell</p> <p>RST Role: Agency Coordination</p> <p>Team: DEQ, Business Oregon, IFA, DLCD, ODOT, DSL</p>

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<p>Cascades Tissue</p> <p>Retaining and growing forest product industry jobs has been a key priority for the team, and to this end, we have worked closely with Cascades Tissue over the past several years as they have expanded and retooled operations at their St. Helens plant to add jobs, double capacity and improve efficiency. Building upon this success is the just announced production facility to be located in Scappoose that will take large rolls of tissue from the St. Helens plant and convert them into finished product at the new facility.</p>	<p>Sustain and Grow NW Oregon's businesses</p> <p>Improve readiness of industrial land by addressing ... transportation access and infrastructure</p>	<p>Oregon Investment Advantage</p> <p>Enterprise Zone</p> <p>Potential Immediate Opportunity Fund (IOF)</p> <p>Potential Special Public Works Grant/Loan</p> <p>Potential 70 new jobs</p> <p>\$64 million new investment at the site which will support 100 jobs now in St. Helens</p>	<p>✓ Site control obtained</p> <ul style="list-style-type: none"> o July 2016: Scheduled for a mid-July construction start date 	<p>City of Scappoose, City of St. Helens, Columbia County, Port of St. Helens,</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Dennie Houle</p> <p>RST Role: Coordination of Permitting and Site Preparation</p> <p>Team: Business Oregon, IFA, DSL, DLCD, DEQ, ODOT</p>
<p>Oregon Manufacturing Innovation Center (OMIC)</p> <p>This transformational project combines cutting-edge manufacturing, education and industry partnerships to bring to Oregon a unique research center modeled on the Advanced Manufacturing Research Center in Sheffield,</p>	<p>Sustain and Grow NW Oregon's businesses</p> <p>Improve readiness of industrial land by addressing ... transportation access and infrastructure</p> <p>Job Creation</p>	<p>\$7.5 million appropriated from Oregon Legislature</p> <p>Potential Immediate Opportunity Fund (IOF)</p> <p>Potential Special Public Works Grant/Loan</p>	<ul style="list-style-type: none"> o Portland Community College will site a campus facility in Columbia County to better serve workforce training needs 	<p>Oregon Legislative Assembly, OIT, Boeing, PCC, PSU, OSU, City of Scappoose, Columbia County, Col-Pac, University of Sheffield, Greater Portland</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Karen Godden</p> <p>RST Role: Coordination of Permitting and Site Preparation</p> <p>Team: Business Oregon, IFA, DSL, DLCD, DEQ,</p>

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<p>England. With legislatively approved funding, and education partners in place, the team will work closely with Scappoose in delivering needed infrastructure for this key project.</p>		<p>\$1.5 million OIT Potential Federal Funding</p>			<p>ODOT, Employment Department, Col-Pac</p>
<p>Development Opportunities at the Scappoose Airport</p> <p>The recent addition of 200 acres near the Scappoose Airport into the city's UGB provides opportunity for smart development of this prime industrial land. The team will work closely with all parties in bringing help to this enterprise.</p>	<p>Sustain and Grow NW Oregon's businesses</p> <p>Improve readiness of industrial land by addressing ... transportation access and infrastructure</p> <p>Job Creation</p>	<p>Potential Immediate Opportunity Fund (IOF)</p> <p>Potential Special Public Works Grant/Loan</p>		<p>Port of St. Helens, City of Scappoose, Columbia County,</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Dennie Houle</p> <p>RST Role: Coordination of Permitting and Site Preparation</p> <p>Team: Business Oregon, IFA, DSL, DLCD, DEQ, ODOT</p>
<p>Primate Rail Siding and Switching Yard</p> <p>With increased rail traffic along Hwy 30 corridor has come increased pressure in communities living next to rail transfer operations. Of critical importance is relieving pressure in Linnton and Scappoose where a lack of quiet zones has been</p>	<p>Sustain and Grow NW Oregon's businesses</p> <p>Improve readiness of industrial land by addressing ... transportation access and infrastructure</p>		<ul style="list-style-type: none"> o Identify challenges and opportunities o Develop work plan with critical path activities and timelines 	<p>Portland & Western Railroad, Columbia County, City of Portland, Genesee & Wyoming, Port of St. Helens, City of Scappoose, ODOT Rail, DLCD, Business Oregon, DSL, DEQ</p>	<p>Agency Lead: ODOT Rail</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Project coordination and prioritization</p> <p>Team:</p>

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<p>disruptive.</p> <p>The development of an alternate rail siding in lower Columbia County will take on increasing importance in preserving livability and maintaining commerce throughout the region.</p>					
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Project and Description	Regional Priorities Addressed	Leverage	Milestones	Partners	Project Management
<p>Regional Partnerships</p> <p>Unmanned Aerial Systems</p> <p>Three sites in Oregon have received FAA designation to conduct research as a national test site on how to integrate unmanned aerial systems into civilian airspace. Other goals include the development of commercial applications of data collected from test flights.</p> <p>These projects present an opportunity for growing supply-chain related businesses, local support economies, and strengthening the regional aviation cluster.</p> <p>Project will be coordinate with other aerial partnerships across Oregon which includes Tillamook, Warm Springs, and Pendleton.</p>	<p>Sustain and grow NW Oregon businesses in areas such as ... aviation.</p>	<p>\$500,000 Business Oregon IFA Special Public Works for UAS infrastructure</p> <p>\$500,000 Strategic Reserve for Electronics and technical improvements</p>	<p>✓ May 2013: FEMA dollars paid for the construction of a \$7 million flight-integration building, tower and manufacturing area</p> <ul style="list-style-type: none"> ○ December 2016: Fund and install appropriate flight and test equipment in the integration building and tower ○ December 2016: Pave additional apron space to allow flight operations ○ Assess long-term needs for underground utilities 	<p>Oregon Dept. of Aviation, Business Oregon, IFA, Tillamook County, POTB, Near Space, SOAR</p>	<p>Agency Lead: Business Oregon</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Support business development and leverage new opportunities</p> <p>Team: Business Oregon, Oregon Department of Aviation</p>

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<p>Coastal Dredging</p> <p>Ports and cities throughout the region require dredging to maintain marine navigation access crucial to the region's economy, culture, and vitality.</p> <p>Coastal ports are essential for economic development and a key component of healthy transportation systems.</p> <p>Deferred maintenance at coastal ports is placing this critical infrastructure at risk.</p>	<p>Sustain and Grow NW Oregon's businesses by exploiting opportunities in areas such as marine based industry</p>	<p>\$5 million from legislature for coastal port dredging needs</p> <p>\$300,000 from Strategic Reserve for dredging permit renewal work</p> <p>The boat <i>Laura</i> is to be shared among ports</p>	<p>✓ Federal funds appropriated to augment dredging work</p>	<p>Coastal caucus, USACE, Port districts, DSL, DLCD, DEQ, IFA, Business Oregon, ODOT, ODFW, South Coast RST, CREST</p>	<p>Agency Lead: Business Oregon, Ports Division</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Coordination, permitting, scheduling, and problem solving</p> <p>Team: Business Oregon, IFA, DEQ, DLCD, ODOT, DSL</p>
<p>Resilience Planning</p> <p>Regional coordination of emergency preparedness and community resilience planning efforts become more important as multiple efforts continue.</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure.</p>	<p>✓ January 2014: Tsunami Land Use Guide published</p> <p>✓ Coastal community resilience networking pilot project completed in Gearhart, Cannon Beach, Seaside and south Clatsop County. Working to replicate in other coastal communities.</p> <p>✓ June 2016: Weyerhaeuser donates 80 acres of land for Seaside schools out of the hazard zone.</p>	<p>✓ January 2014: Tsunami Land Use Guide published</p> <p>✓ Coastal community resilience networking pilot project completed in Gearhart, Cannon Beach, Seaside and south Clatsop County. Working to replicate in other coastal communities.</p> <p>✓ June 2016: Weyerhaeuser donates 80 acres of land for Seaside schools out of the hazard zone.</p>	<p>Counties, cities, OEM, DLCD, DEQ, ODOT, Business Oregon, IFA, Housing, school districts, community colleges, hospitals, special districts, fire departments, CERT programs, Nehalem Bay Emergency Volunteer Corps</p>	<p>Agency Lead: DLCD</p> <p>Team Lead: Patrick Wingard</p> <p>RST Role: Support city and county planning, promote for sustainable long range regional planning</p> <p>Team: DLCD, DEQ, Business Oregon, IFA, ODOT, Housing</p>

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<p>Jetty Maintenance</p> <p>Ports and cities throughout the region rely on jetty infrastructure, crucial to the region's economy.</p> <p>Coastal ports are essential for economic development and a key component of healthy transportation systems.</p> <p>Deferred maintenance of jetties is placing this critical infrastructure at risk.</p>	<p>Sustain and grow NW Oregon businesses in areas such as marine based industry ...</p> <p>Plan, coordinate, fund and install needed infrastructure.</p> <p>Garibaldi's south jetty has been identified as the key federal priority for the region.</p>	<p>~\$38 million for restoration and maintenance of the Garibaldi North Jetty.</p> <p>\$500,000 is in the federal budget for an engineering study to determine funds to be needed from the Harbor Maintenance Trust Fund Garibaldi South Jetty restoration and maintenance.</p>	<ul style="list-style-type: none"> o Identify challenges and opportunities o Develop work plan with critical path activities and timelines o Tracking needs for Garibaldi South Jetty and at the mouth of the Columbia River 	<p>USACE, Business Oregon Ports Division, DLCD, DEQ,</p>	<p>Agency Lead: USACE</p> <p>Team Lead: Mark Ellsworth</p> <p>RST Role: Permit coordination and regional prioritization</p> <p>Team: IFA, DLCD, DEQ</p>
<p>Recertification of Dikes & Levees (Warrenton, Sauvie Island, Rainier, Scappoose, Clatskanie and other affected communities)</p> <p>Much of Northwest Oregon resides behind a water containment device. The region deals with significant rainfall and the interplay of rivers, oceans, and tidal influences. Diking districts were formed early in the 20th century and these volunteer organizations have been responsible for</p>	<p>Plan, coordinate, fund and install needed infrastructure.</p>		<ul style="list-style-type: none"> ✓ Warrenton Provisionally Accredited Levee (PAL) status in place o Warrenton geo-technical work 	<p>FEMA, USACE, Counties, Cities, NMFs, NOAA, Diking Districts, Ports, DLCD, DEQ, DSL, ODOT, Business Oregon, IFA, SWCDs, NRCS</p>	<p>Agency Lead: USACE</p> <p>Team Lead: Mark Ellsworth/Patrick Wingard</p> <p>RST Role: Agency and permit coordination and regional prioritization</p> <p>Team: DLCD, DEQ, IFA, ODOT, DSL</p>

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Updated: July 2016

<p>maintaining these infrastructure without funding and agency support.</p>					
<p>Regional Housing Initiatives Both Tillamook and Clatsop Counties are currently involved in efforts to improve access to affordable and workforce housing in communities along the coast. The team will work in corporation with these initiatives and focus on municipal impediments affecting housing and community development throughout the region.</p>	<p>Work with rural communities to plan, coordinate, fund and install needed infrastructure Address comprehensive solutions to barriers limiting business retention and expansion (housing)</p>	<p>\$40,000 Meyer Memorial Trust grant for Tillamook County \$50,000 Tillamook County Creamery Association (TCCA)</p>	<ul style="list-style-type: none"> o Tillamook County housing initiative is looking at affordability and availability o Clatsop County housing initiative is targeting multi-family housing opportunities o Mobile Home Parks 	<p>Cities, Counties, Local and Federal Economic Development Districts,</p>	<p>Agency Lead: DLCD, OHCS Team Lead: Patrick Wingard RST Role: Support city and county planning along with assess needed infrastructure. Team: DLCD, DEQ, Business Oregon, IFA, ODOT, OHCS</p>

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Westport Ferry Ramp Fund Exchange Agreement with ODOT

Category: Consent Calendar

Prepared By: Teresa Clute

Presented By: Michael Summers, Public Works Director

Issue before the Commission: Approval of an agreement with ODOT for exchange of Federal Surface Transportation Fund (STP) dollars for State dollars for the Westport Ferry Ramp project.

Informational Summary: This agreement is to exchange federal STP fund dollars for State funds. Each year the county receives an allotment of STP funds to be used on eligible projects. Through the fund exchange program, Cities and Counties exchange federal dollars for state dollars. This exchange enables the County to use the funds without the additional time and expense associated with the use of federal funds. The exchange rate is \$94 of state funds for every \$100 of federal funds. Based on this ratio, the agreement will exchange \$649,371.14 of federal funds for \$610,408.87 of State funds. Due to administrative issues within ODOT, we received the agreement after the project was completed and the funds were already expended.

Fiscal Impact: This exchange of funds saves the Public Works Department the time and expense of administering federal funds.

Options to Consider:

1. Approve Fund Exchange Agreement with the State of Oregon, Department of Transportation for the Westport Ferry Landing and authorize the County Manager to sign the Agreement and any amendments.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve Fund Exchange Agreement with the State of Oregon, Department of Transportation for the Westport Ferry Landing and authorize the County Manager to sign the Agreement and any amendments"*

Attachment List:

- A. Fund Exchange Agreement

2016 FUND EXCHANGE AGREEMENT
Westport Ferry Landing
Clatsop 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;" and CLATSOP 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 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.

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. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the Westport Ferry Landing vehicle ramp replacement project, including payment of local match funds, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2016 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal
4. Based on this ratio, Agency wishes to trade \$649,371.14 federal funds for \$610,408.87 state funds.
5. The term of this Agreement will begin upon execution and will terminate two (2) calendar years later, unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
 - a. The federal funds transferred to State may be used by State at its discretion.

Clatsop County / State of Oregon – Dept. of Transportation
Agreement No. 31281

- b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
- c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
- d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$610,408.87. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
- e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- f. Agency, and any contractors, performs the work as an independent contractor and is exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, is responsible for all aspects of the project, and has completed, or will complete the following: conducting the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchasing all necessary right of way in accordance with current state and federal laws and regulations; obtaining all required permits; responsibility for all utility relocations; advertising for bid proposals; awarding all contracts; performing all construction engineering; and making all contractor payments required to complete the Project.
- i. Agency shall submit invoice(s) to State for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoice(s) will be in a form identifying the Project, the Agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$610,408.87, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers 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 \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. 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:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. 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.

Clatsop County / State of Oregon – Dept. of Transportation
Agreement No. 31281

- ii. 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:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. 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 either Party is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 - m. State and Agency agreed 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.
7. 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 this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. 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.
9. 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.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. 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 shall 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, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on December 18, 2014, as a part of the 2015-2018 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on February 12, 2016.

SIGNATURE PAGE FOLLOWS

Clatsop County / State of Oregon – Dept. of Transportation
Agreement No. 31281

CLATSOP COUNTY, by and through its
elected officials

By _____
Chair

Date _____

APPROVED AS TO LEGAL FORM

By _____
County Legal Counsel

Date 6-16-2016

Agency Contact:

Michael Summers, Director
Clatsop County Public Works
1100 Olney Avenue
Astoria, OR 97103
Phone: (503) 325-8631
Email: roads@co.clatsop.or.us

State Contact:

Shelly White-Robinson, Acting Local Project
Delivery Coordinator
ODOT, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301
Phone: (503) 986-6925
Email: shelly.white-robinson@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Planning and Development
Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date 6/8/2016

Clatsop County Board of Commissioners
Regular Meeting
May 25, 2016

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, and Lianne Thompson and Dirk Rohne.

Staff Present:

- Cameron Moore County Manager
- Heather Reynolds County Counsel
- Brian Mahoney Public Health Director
- Michael McNichol Environmental Health Supervisor

AGENDA APPROVAL

Nebeker made and Thompson seconded a motion to approve the agenda. Motion carried unanimously.

BUSINESS FROM THE PUBLIC

Skyler Archibald, 1384 Sandy Ridge Rd., Gearhart. Archibald is representing the Sunset Empire Park and Recreation District in Seaside and wanted to share his districts perspective on the local and statewide timber tax issue. Archibald said the district strives to serve the entire population and provide an abundance of programs to the community. The district benefits from the timber tax and those revenues afford the district to serve the population more effectively. The district is not advocating for more timber to be harvested or more timber tax revenue to be generated but they are advocating and encouraging the county to remember the significant difference that timber tax revenue makes in the budget. If the district did not receive the funds from the tax it would significantly affect the ability to continue the services and limit the goals of expanding their operations to more fully serve the county. Archibald said over the past ten years the amount of timber revenues has varied which makes it difficult to feel convinced the Board of Forestry is appropriately managing the forest lands in the county. Archibald asked the Board to give careful consideration to this matter and how it impacts the community and residents of the county.

Drew Herzig, 628 Klaskanine Ave., Astoria. Herzig addressed the Board regarding Clatsop Behavioral Healthcare (CBH). Herzig asked the Board to expedite the investigations being done on CBH as it creates anxiety for people not knowing if they are able to continue seeing their therapists. Herzig would like the Commissioners to move the investigation along so the community can know there will be a continuity of care.

CONSENT CALENDAR

Thompson moved and Clement seconded a motion to approve the consent calendar. Motion carried unanimously.

- a. Approve the 2015-16 budget & appropriation adjustments {Page 1}
- b. Approval of infrastructure contract for FEMA disaster relief funding. {Page 5}
- c. Award of contract to Granite Construction Company for HMAC Paving..... {Page 19}
- d. Approval of Board of Commissioners Meeting Minutes 4-13-16 {Page 31}

1 e. Approval of Board of Commissioners Meeting Minutes 4-27-16 {Page 37}
 2 f. Flexible Maintenance Agreement for exchange of services with ODOT {Page 41}
 3 g. Sheriff's Office Waterline Easement {Page 53}
 4 h. Purchase of Paint for Road Striping Program {Page 59}
 5 i. TGM Grant Application Resolution & Order {Page 63}
 6 j. Reappointment to Recreational Lands Planning & Advisory Committee {Page 67}

7
 8 **PUBLIC HEARING**

9 a. On-Site Sewage Program Commercial Fee Schedule
 10 Michael McNichol, Environmental Health Supervisor, addressed the Board regarding the fee
 11 schedule for the commercial onsite sewage. McNichol said the original fee schedule was adopted
 12 in 2014 for the commercial onsite sewage. The fees were mistakenly listed from what the DEQ
 13 actual fee schedule was. Since then, there has only been one application so nothing was noticed
 14 until recently. Upon finding the problem, Public Health staff developed the proposed FY 16-17
 15 commercial fee schedule to ameliorate the inherent unfairness in the fee structure between fees
 16 for commercial and residential activities.

17
 18 Lee opened the public hearing. No public testimony.

19
 20 *Rohne moved to adopt the proposed FY 16-17 On-Site Sewage Program Commercial Fee*
 21 *Schedule as presented by Public Health and Thompson seconded. Motion carried unanimously.*

22
 23 **COMMISSIONERS' REPORTS**

24 Thompson stated she has been forwarding information to the Board regarding forestry but would
 25 like clarity on how the Board is going to process information and develop policy positions. Lee
 26 said he reads the minutes and looks at the forestry website and anyone else can do the same. Lee
 27 said the Commissioners can direct questions or comments to Moore or Thompson on the forestry
 28 issues. On June 1st Thompson will be meeting with Brett Brownscomb from the governor's
 29 office who would like to know what Clatsop County would like to see come out of the forest
 30 management plan. Lee said Brownscomb needs to come meet with the Board as an agenda item
 31 or a work session and could also bring the governor along. Lee would like to attend that meeting
 32 with Brownscomb. Thompson went to the Clatsop County Emergency Management Cascadia
 33 Rising meeting. Thompson said the Cascadia Rising exercise is coming up and will include her
 34 neighborhood. The Clatsop Forestry and Wood Product Economic Development Committee
 35 (CFEDC) do not include environmentalists and Thompson would like to see them included. The
 36 Association of Oregon Counties Housing Sub-Committee website includes information on
 37 housing issues, resources and studies. Thompson stated that Chris Harder is the new Economic
 38 Development Department Director of Oregon. Thompson wrote an article for the Cannon Beach
 39 Gazette regarding the forestry issue which she also sent to the members of the Council of Forest
 40 Trustlands. Thompson went to a victory celebration for the NO LNG forces. Thompson also
 41 thanked Rohne for his role in the LNG issue.

42
 43 Rohne attended the CEDR meeting where affordable housing was brought up. Different
 44 jurisdictions have their own set of problems. Rohne said there is concern about a letter that was
 45 written from the septic group in Miles Crossing whether or not the person who wrote the letter
 46 had the authority to sign off. The CEDR Board seemed very much in favor of the proposed

1 development in Miles Crossing. Rohne had heard the AMCCO boatyard owners were frustrated.
2 The director of CREST wrote a letter outlining the community's concerns but also recognized
3 the business would close. The first part of the letter was to ask for some time such as five years
4 with an extension to ten years if necessary. Rohne said there is no pollution going on at the
5 boatyard and AMCCO has not used any chemicals that weren't allowed. The negative impact to
6 the economy would not just affect boat owners but also the processors. Rohne stated if the boats
7 leave then the fishermen could bring their fish somewhere else. The second part of the letter was
8 to ask for some assistance in developing something to take its place that's in our community.
9 Nebeker said if the business is closed the area still needs to be cleaned up. Rohne thought it
10 would still be cleaned up but the business would cease to function.

11
12 Nebeker attended the Arts Council meeting and the study surveys are still going on. The council
13 would like to see the surveys taken in more rural areas if there are arts offerings. The council will
14 be meeting with the city councils and chambers to communicate about the survey and the
15 possible benefits to their areas. Nebeker brought up the 70% that comes from transient room tax
16 and wanted to know if that could be modified and have a certain percentage of that go to helping
17 with infrastructure to help accommodate the increase in tourism. Nebeker said this may be
18 something to speak to the legislators about. Rohne agreed. The Board would like to direct Moore
19 to explore some options and lobby some of the legislative representatives to adjust the transient
20 room tax. Nebeker said the State of Oregon devotes 1% to the arts and she would like the county
21 to participate but is unsure how to do this. Nebeker said there is going to be scholarship dinner
22 for the Royal Nebeker Scholarship awarding the first recipient this year. The North Coast
23 Chorale presented the Armed Man. The tenor guitar gathering is at the end of May where
24 musicians from all over the country will be participating. Some of the proceeds will be going to
25 the food bank. Nebeker attended the Sunset Lake Park meeting and said it was very disturbing
26 what was brought up. The drinking water was contaminated which has improved but there is a
27 lot of chlorination in the water. Some of these people including children are living in terrible
28 conditions. The owner doesn't seem interested in improving the site. Nebeker would like to find
29 money in the budget to be a partner in the solution for affordable housing. This could bring
30 opportunities for matching grants.

31
32 Clement said the middle school had recently lost a 6th grader to a drowning. The middle school
33 has wonderful support and counselors on site. It has been extremely hard. The emergency
34 response was very impressive.

35
36 Lee attended the Oregon Coastal Zone Management Association (OCZMA) which solidified the
37 agreement with the Association of Oregon Counties (AOC) for management and administrative
38 duties. There will be a meeting on June 10th in Newberg to share any concerns. Lee also attended
39 the Oregon Northwest Investment Board meeting. Lee would like the county and cities to make it
40 easier for people to build accessory dwelling units.

41
42 **COUNTY MANAGER'S REPORT**

43 Moore reminded the Board of the Cascadia Rising exercise coming up the first week of June.
44 Moore spoke about the legal proceedings to appoint a receiver to manage the Sunset RV Park
45 which has stalled. They are waiting for the report from DEQ on the septic system. If the owner
46 does comply and DEQ allows them to operate the county still has a role of addressing the quality

1 of the housing there. Moore is trying to get to community meetings and introduce himself.
2 Moore spent a day in the forests with the state forester and his team which was very informative
3 to see the various stages of forestry generation. Moore said the North Coast Business Park
4 (NCBP) is working with the port authority, City of Warrenton and Col-Pac to seek some grant
5 funds to do a strategic plan for all of the land and how to market it. This will present many
6 opportunities. Moore stated the Class and Compensation Study that started 1 ½ year ago is still in
7 progress. It slowed down with management changes. Moore thought it would be a few months
8 before they know the fiscal impacts. Moore said on June 13th the installation of new audio/visual
9 equipment will begin in the Boyington building. Hopefully, the last meeting in June will be
10 ready to televise the meeting.

11
12 Nebeker said the State of Oregon has projected there will be 40 million dollars in tax revenue
13 from the legalization of marijuana. Rohne asked about taxing the marijuana locally. Moore said
14 the county does have an option to tax the recreational marijuana which allows up to 3%.

15
16 **ADJOURNMENT 6:48pm**

17
18 Approved by,

19
20
21 _____
22 Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Westlaw online legal research subscription renewal 2016 - 2019

Category: Consent Calendar

Prepared By: Lori Johnson

Presented By: Joshua Marquis

Issue before the Commission: Approve and adopt the agreement and authorize the County Manager to execute.

Informational Summary: This is a 36-month contract renewal covering 8/1/16 – 7/31/19 with 5% cost increases each year. Contracts that extend beyond 1 year require Board approval. Total annual cost for the first year is \$4,428.12; second year cost is \$4,649.52; third year cost is \$4,882.08. The online legal research tool allows all deputy district attorneys in the office with immediate access to extensive case law information at any given time.

Fiscal Impact: Sufficient funds have been included in the FY 16-17 budget to cover the cost and sufficient funds will be requested in FY 17-18 and 18-19 budgets to cover the cost increases.

Options to Consider:

1. Approve and adopt the agreement.

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve and adopt the Westlaw online legal research subscription renewal for 2016 – 2019.”*

Attachment List:

- A. Westlaw online legal research subscription renewal 8/1/16 – 7/31/19.



THOMSON REUTERS

Order Form

Contact your representative Sarah.Bares@thomsonreuters.com with any questions. Thank you.

Order ID: **797919**

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 ATTORNEY
 749 COMMERCIAL ST STE 3
 ASTORIA, OR 97103
 US
 5033258662

Shipping Address:

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 CLATSOP COUNTY DISTRICT
 ATTORNEY
 749 COMMERCIAL ST STE 3
 ASTORIA, OR 97103
 US
 5033258662

Billing Address:

Account #: 1000724900
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 ATTORNEY
 749 COMMERCIAL ST STE 3
 ASTORIA, OR 97103
 US
 5033258662

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

Renewals

Online/Practice Solutions/Software

Svc Mat #	Renewed Product (s)	Deal Id or Agreement # when applicable	Program Details	Program Code	Current Monthly Charges	Renewal Term (Months)	Term and Increases
40988660	GOVERNMENT SELECT ON WESTLAW				\$351.62	36 Months	5% yr 1 5% yr 2 5% yr 3

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges designated above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw or CLEAR data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The percent increases appear in the Term Increases column.

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Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

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Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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- West LegalEdcenter
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Post Renewal Terms

When this Renewal Term expires the following will apply.

If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 797919

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order	Title
Printed Name	Date

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 THOMSON REUTERS	<h2>Attachment</h2> <p>Contact your representative Sarah.Bares@thomsonreuters.com with any questions. Thank you.</p>
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Additional Information

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 Account Number: 1000724900

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 P.O. Number:

Shipping Information:
 Shipping Method: Ground Shipping - U.S. Only

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First Name	Last Name	Email Address	Contact Description	Contact Number
Joshua	Marquis	DA@co.clatsop.or.us	Order Confirmation Contact	28

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**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13th, 2016

Issue/Agenda Title: Public Health Contract #148003 Amendment #8

Category: Consent Calendar

Prepared By: Bryan Hall

Presented By: Brian Mahoney

Issue before the Commission: Adopt the Public Health Contract #148003 Amendment #8 as presented in Schedule "A" per ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for the budget adjustments for fiscal year 2016-17. These adjustments are due to unanticipated grant revenues that are passed through per IGA #148003. The need for budget adjustments is further explained in the attached Schedule "A".

Fiscal Impact: These additional grant dollars are to cover increased personnel, supplies and meeting presentation expenses related to the Prescription Drug Overdose Prevention Grant. The first portion of funding is available in Amendment #8 for \$10,000. Additional \$30,000 will be awarded in the 2016-17 budget year for a total of \$40,000. These funds must be spent by 9/30/16.

Options to Consider:

1. Approve the budget and appropriation adjustments as required by ORS 294.463
2. Do not receive grant dollars and do not perform this work.

Staff Recommendation: Option #1

Recommended Motion: *"I move to authorize County Manager to approve the Public Health Contract Amendment #148003-8 and fund \$40,000 towards the Prescription Drug Overdose Prevention project and adopt the R&O in the Attached Schedule "A" per ORS 294.463."*

Attachment List:

- A. Resolution and Order, Schedule "A", Schedule of Appropriation Adjustments
- B. Copy of Amendment #8 to Public Health Contract #148003, to be signed by County Manager upon approval.
- C. Copy of Proposed budget for the PDOP project. (Total \$39,782)

IN THE BOARD OF COUNTY COMMISSIONERS

FOR CLATSOP COUNTY, OREGON

**In the matter of the adjustment of the fiscal)
year 2016-17 budget and appropriations by)
authorizing expenditure of unanticipated grant)
revenue from the Public Health Contract 148003,)
Amendment #8, per ORS 294.463)**

RESOLUTION AND ORDER

It appearing to the Board that there is a need to make adjustments in the fiscal year 2016-17 budget by authorizing expenditure of unanticipated grant revenue from the Oregon Health Authority, Agreement #148003 Amendment #8.

Where as the need for said adjustments, the purpose of the authorized expenditures and the amount of appropriation adjustments, is more particularly described in the Schedule of Revenue and Appropriation Adjustments attached hereto and incorporated herein as Schedule "A" and

Where as it appearing to the Board that such adjustments are allowed pursuant to ORS 294.463; not, therefore, it is

RESOLVED AND ORDERED that the Schedule of Revenue and Appropriation Adjustments attached hereto as Schedule "A" be approved.

ADOPTED AND APPROPRIATED this 13th Day of July 2016.

**BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

Scott Lee, Chair

**SCHEDULE A
SCHEDULE OF APPROPRIATION ADJUSTMENTS**

I. ADJUSTMENTS INVOLVING UNANTICIPATED GRANT REVENUE

<u>Organizational Unit/Fund</u>		<u>Increase</u>	<u>Decrease</u>
4110 Community Health	007/ 4110 / 81- 2503	\$40,000	PDOP Grant Revenue
	007/ 4110 / 82- 2470	25,500	Contract Personnel
	007/ 4110 / 82- 2518	14,500	PDOP Grant Expense (see attached budget)

Comment: Amendment #8 to the State Public Health Contract for Prescription Drug Overdose Prevention grant. We are requesting budget authority to receive and expend the grant dollars in fiscal year 2016-17. All grant dollars must be expended by 09/30/16.

Prepared by: Bryan Hall 6/28/2016
Public Health Contract 148003-8



Agreement #148003

**EIGHTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Eighth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clatsop County, acting by and through its Clatsop County Department of Public Health ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clatsop County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Exhibit A "Definitions", Section 16 "Program Element" is amended to add Program Element titles and funding source identifiers as follows:

<u>PE Number</u> and Title	Fund Type	Federal Agency/ Grant Title	CFDA#	Sub-Recipient (Y/N)
PE 27 Prescription Drug Overdose Prevention (PDOP)	FF	Center for Disease Control and Prevention / Injury Prevention and Control Research and State and Community Based Programs	93.136	Y

2. Exhibit B "Program Element Descriptions" is amended to add Program Element #27: "Prescription Drug Overdose Prevention (PDOP)" as set forth in Attachment 1 attached hereto and incorporated by this reference.
3. Section 1 of Exhibit C entitled "Financial Assistance Award" is hereby superseded and replaced in its entirety by Attachment 2 attached hereto and incorporated herein by this reference. Attachment 2 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.

4. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment 3 attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. This Amendment may be executed in any number of counterparts, 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 Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

10. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CLATSOP COUNTY ACTING BY AND THROUGH ITS CLATSOP COUNTY DEPARTMENT OF PUBLIC HEALTH (LPHA)

By: _____
 Name: Cameron Moore
 Title: County manager
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Group approval by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Karen Slothower (or designee)
 Title: Program Support Manager
 Date: _____

OFFICE OF CONTRACTS & PROCUREMENT

By: _____
 Name: Tammy L. Hurst, OPBC, OCAC
 Title: Contract Specialist
 Date: _____

Attachment 1

Program Element #27 - Prescription Drug Overdose Prevention (PDOP)

1. **Description.** Funds provided under the Financial Assistance Agreement for this Program Element may only be used, in accordance with and subject to the requirements, and limitations set forth below, to implement Prescription Drug Overdose Prevention activities in the following areas for LPHAs in High-burden Regions. The two-year funding period for Multnomah, Lane and Curry Counties will be Sept 1, 2015 to August 31, 2017 at \$95,500 annually for each funded County. Funds for four-month Prescription Drug Monitoring Program (PDMP) enrollment drives to be conducted by four counties are also included. The four month funding period for Multnomah, Clatsop, Deschutes and Union Counties with respect to their PDMP enrollment drives will be June 1, 2016 through September 29, 2016 at \$40,000 funded for each county for this time period.
 - a. Application of Prescription Drug Overdose Assessment and Capacity-Building Efforts. Complete remote (web-based) training on using the Oregon Prescription Drug Monitoring Program (PDMP) and PDMP guidelines.
 - b. Advance Health System Interventions. Promote prescriber enrollment and adoption of the PDMP and state opioid prescribing guidelines. Three regions will work towards a goal of enrolling 95% of the top controlled substance prescribers in the region in Prescription Drug Monitoring Program (PDMP) over the two year funding period. In addition, four counties (Multnomah, Union, Clatsop, and Deschutes) will conduct four month PDMP enrollment drives from June 2016 through September 29, 2016 with a goal of enrolling 95% of prescribers in their counties and regionally.
 - c. Facilitation of Community Partnerships. Accomplish movement toward building or strengthening a community network within the region that contributes to reducing problematic prescribing, improving coordination of patient care for patients with opioid use disorder, increasing the use of non-opioid treatment for chronic non-cancer pain, and evolving a more interconnected community-level network of services.
 - d. Facilitate Development of Local Prescription Drug Overdose Prevention Networks and Systems. Convene or strengthen an existing Interdisciplinary Action Team (IAT), a regional (or county-level) Pain Guidance Group (PGG) and a regional summit to help adoption and promotions of PDMP and opioid prescribing guidelines and increase community level data-informed awareness of PDO.
 - e. Promote Community-Clinical Linkages to Support Prescription Drug Overdose Prevention. Disseminate local data or stories to local media outlets to promote public awareness of the burden and preventability of PDO.
2. **Definitions specific to this Program Element.**
 - a. High-burden region: an area of 2-3 neighboring counties led by a funded Local Public Health Authority. The Oregon regions with the highest burden of prescription drug overdose and problematic prescribing are (A) Multnomah Washington and Clackamas counties; (B) Lane and Douglas counties; (C) Coos Curry and Josephine counties; (D) Clatsop, Columbia and Tillamook counties; (E) Lincoln, Linn and Benton counties; (F) Deschutes, Crook and Jefferson counties; and (G) Union, Wallowa and Umatilla counties.
 - b. IAT: Interdisciplinary Action Team
 - c. LPHA: Local Public Health Authority
 - d. PDMP: Prescription Drug Monitoring Program
 - e. PGG: Pain Guidance Group

f. PDO: Prescription Drug Overdose

3. Procedural and Operational Requirements.

a. By accepting and using the financial assistance funding provided by OHA under the Financial Assistance Agreement and this Program Element, the LPHA agrees to conduct activities in accordance with the following requirements:

- (1) LPHA shall implement its activities in accordance with this Program Element.
- (2) LPHA must assure that it is staffed at the appropriate level to address all sections in this Program Element. LPHA will designate or hire a lead staff person to carry out and coordinate all the activities in the High-burden Region described in this Program Element, and act as a point of contact between the LPHA and OHA.
- (3) LPHA must use the funds awarded under this Agreement for this Program Element in accordance with its budget as approved by OHA. Modifications to the budget may only be made with OHA approval.
- (4) LPHA must attend all PDO meetings reasonably required by OHA.

b. Each High-burden Region must identify a LPHA to act as the fiscal agent for the High-burden Region which will hire and oversee required staff, and provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.

4. **Reporting Requirements.** LPHA must have on file with OHA and approved Community Response Work Plan by no later than February 28th of each year, as well as provide semiannual budget reports. OHA will provide the required format and current service data for use in completing the plan and budget reports. LPHA shall implement its PDO prevention activities in accordance with its approved Community Response Work Plan. Modifications to the plan may only be made with OHA approval.

5. **Program Evaluation.** LPHA will cooperate with OHA on program evaluation throughout the duration of the Agreement period(s), as well as with final project evaluation. Such activities may include, but are not limited to, meeting with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan, collecting data and maintaining documentation throughout the Agreement period, responding to evaluator's requests for information and collaborating with OHA on final reports to highlight the outcomes of the work. Counties funded to conduct four month PDMP enrollment drives will not be required to participate in evaluation activities under this provision.

6. **Performance Measures.** LPHAs that complete fewer than 75% of planned activities in its Local Program Budget, set forth within this Program Element and incorporated herein the Agreement by reference, for two consecutive calendar quarters in one state fiscal year will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment 2
FINANCIAL ASSISTANCE AWARD**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Clatsop County Health & Human Services Street: 820 Exchange St., Suite 100 City: Astoria State: OR Zip Code: 97103	2) Issue Date May 16, 2016	This Action Amendment FY2016	
		3) Award Period From July 1, 2015 Through June 30, 2016	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	42,128	0	42,128
PE 03 TB Case Management	10,000	0	10,000 (h)
PE 05 Health Impact Assessment	5,000	0	5,000
PE 09 PHEP – EBOLA	9,158	0	9,158 (g)
PE 12 Public Health Emergency Preparedness	72,569	0	72,569
PE 13 Tobacco Prevention & Education	64,418	0	64,418
PE 27 Prescription Drug Overdose Prevention	0	10,000	10,000 (j)
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	192,275	0	192,275 (b,c,f)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,203	0	23,203 (d,e,i)
PE 42 MCH/Child & Adolescent Health – General Fund FAMILY HEALTH SERVICES	3,940	0	3,940 (a)
PE 42 MCH-TitleV – Child & Adolescent Health FAMILY HEALTH SERVICES	5,348	0	5,348 (a)
PE 42 MCH-TitleV – Flexible Funds FAMILY HEALTH SERVICES	12,478	0	12,478 (a)
5) FOOTNOTES:			
a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). b) July -September grant is \$49,801 ; and includes \$9,498 of minimum Nutrition Education: and \$2,364 for Breastfeeding Promotion. c) October-June grant is \$142,474 ; and includes \$28,495 of minimum Nutrition Education amount and \$7,093 for Breastfeeding Promotion. d) \$2,078 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015. e) \$16,579 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014. f) \$2,310 increase is at the funding rate of \$2 per participant. This is done according to the certified caseload effective July 1st, 2015.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

Attachment 3
Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

PE 27 Prescription Drug Overdose Prevention Grant SFY 16 - July 1 2015 - June 30, 2016 - May 2016 Amendment			
Federal Award Identification Number(FAIN):	U17CE002751	2013-PM-BX-0002	
Federal Award Date:	8/31/2015	7/20/2015	
Performance Period:	09/1/2015-08/31/2016	10/01/2013-	
Federal Awarding Agency:	Centers for Disease Control and Prevention	US Department of Justice- Office of	
CFDA Number:	93.136	16.754	
CFDA Name:	Injury Prevention and Control Research and State and Community	Harold Rogers Prescription Drug	
Total Federal Award:	\$827,076	\$400,000	
Project Description:	Oregon Prescription Drug Overdose Prevention	Oregon Prescription Drug	
Awarding Official:	Shicann Phillips IBQ7@CDC.GOV	Wendy Williams Williamw@usdoj.gov	
Indirect Cost Rate:	17.45%	17.45%	
Research And Development(Y/N):	N	N	

Agency/Contractors Name	DUNS	Award Amount	May 2016 Amendment	Total Award
CLATSOP	118455844		\$10,000	\$10,000

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: 2016 Hood to Coast Relay – County Road Event Application

Category: Consent Calendar

Prepared By: Bart Catching, Planner – Community Development

Presented By: Bart Catching, Planner – Community Development

Issue before the Commission: Whether to approve 2016 Hood-to-Coast/Portland-to-Coast Relays County Road Event application and, if approved, determine what conditions should apply and amount of public agency cost deposit.

Informational Summary: Hood to Coast/Portland to Coast Relays requests conditional approval for the 35th annual running of the event through Clatsop County. President of Hood to Coast Relays Felicia Hubber submitted a timely application and initial fee. Community Development deems the application complete at this time. Because there will be over 400 participants on County roads at any one time, this event is a “large” County Road Event and requires Board of Commissioners approval. The event is comprised of 1,050 Hood to Coast teams of eight to twelve runners, 400 Portland to Coast walking teams, and 50 High School Challenge teams. There will be approximately 900 non-racers monitoring the event in Clatsop County. The applicant estimates there may be up to 750 participants at a given time in one location, with an estimated 20 to 125 vehicles at any one location.

The County permits the Hood to Coast under County Road Event Ordinance 2011-10, codified in Clatsop County Code (CCC) Chapter 12.12 (Attachment E). Recommended “Conditions of Approval,” included here in Attachment C, are substantively identical to the final 2015 conditions of approval. The race will occur on August 26-27, 2016, ending in Seaside on the afternoon of August 27th following the established route through Clatsop County used in previous years. See “Overview Map” and race leg maps 26-36 in Attachment B for details.

Fiscal Impact: Hood to Coast is fee-supported. There is no impact to the County General fund. The applicant submitted the required \$500.00 non-refundable application fee required by CCC 12.12.030. Per CCC 12.12.110, the Board of Commissioners sets any additional application deposit. As part of this process Community Development staff contacted other impacted County Departments and the six affected Rural Fire Protection Districts and Fire and Rescue Departments requesting cost estimates for their service impacts from the event. Total reimbursed public agency costs for the event in 2015 were \$20,952.67, including rural fire districts. Total recommended public agency deposit request from the applicant for the 2016 Hood to Coast is \$19,100.00. See Attachment D.

Options to Consider:

1. Approve the application as submitted, with recommended conditions and deposit.
2. Approve the application subject to modified conditions or deposit.
3. Do not approve the application.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the County Road Event Permit for the 2016 Hood-to-Coast, Portland-to-Coast Relays subject to the conditions and deposit recommended by staff."*

Attachment List:

- A. Application
- B. Route overview maps
- C. Recommended conditions of approval
- D. Agency cost estimates for deposit
- E. Copy of County Road Event Ordinance (CCC 12.12)

ATTACHMENT A



**APPLICATION FOR
COUNTY ROAD EVENT PERMIT**

ALL APPLICATIONS MUST BE FILED AT LEAST
60 DAYS PRIOR TO EVENT

Clatsop County Ordinance No. 2011-10, attached, defines a "County Road Event" as any parade, footrace, motorcade, walkathon, bicycle tour, events requiring extensive roadside parking, road rally, other significant road event or "large event," defined as involving more than 100 vehicles or bicycles or 400 pedestrian participants.

APPLICANT: Hood To Coast/Portland To Coast Relays Phone: (503) 292-4626
If a corporation, the name, address and telephone number of individual(s) representing and acting as point of contact and permit holder.

Address: 9655 SW Sunshine Court #500, Beaverton, OR 97005 Email: felicia@htcrelay.com

SPONSORING ORGANIZATION: Hood To Coast/Portland To Coast Relays Phone: (503) 292-4626
If a corporation, the name, address and telephone number of individual(s) representing and acting as point of contact and permit holder.

Address: 9655 SW Sunshine Court #500, Beaverton, OR 97005 Email: office@htcrelay.com

EVENT CHAIRPERSON: Felicia Hubber Phone: (503) 522-5518

Address: 9655 SW Sunshine Court #500, Beaverton, OR 97005 Email: felicia@htcrelay.com

PURPOSE OF EVENT: 35th annual long distance running and walking relays, works with charity of choice partner the Providence Cancer Center, to be the second largest road race fundraiser in the nation.

Date(s) of event: August 26-27, 2016

Location of assembly area: See enclosed 'Leg 25-36' maps (Mist-Birkenfeld, Jewell, Olney, Astoria, Seaside)

Route to be traveled: See enclosed 'Leg 25-36' maps (Mist-Birkenfeld to Jewell, Olney, Astoria, and Seaside)
Attach map or route on separate sheet of paper if necessary.

Approximate times event will:

Assemble: 6:30PM, 8/26/16 Start: 7:45PM, 8/27/16 Terminate: 8:45PM, 8/27/16

Estimated Attendance: up to 750 participants any one location Number of vehicles (if any): Avg. 20 - 125
1,050 HTC, 400 PTC Walk, 50 High School Challenge teams

Number of persons monitoring event: ~ 900 in Clatsop Co. Fire District(s) where the event is held or passes through:

Mist-Birkenfeld R.F.D., Elsie VineMaple R.F.D., Lewis & Clark RFPD, Olney Walluski F&R, Seaside F&R

Deposit: \$500 (\$100. Over 100 vehicles or 400 pedestrian participants: \$500)

The information contained in this application is in all respects true, complete, and correct to the best of my knowledge.

Applicant's Signature: *Felicia Hubber* Date: 4/27/16
(or notarized letter)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2016

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 JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239	CONTACT NAME: Kristina Solberg PHONE (A/C, No, Ext): (503) 293-8325 E-MAIL ADDRESS: ksolberg@jdfulwiler.com		FAX (A/C, No): (503) 293-5418
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Foote Sports Productions Inc 9655 SW Sunshine Ct Suite 500 Beaverton OR 97005	INSURER A: Starr Indemnity & Liability		
	INSURER B: Evanston Insurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1612537626 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		10001068061	7/15/2016	7/15/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
A	AUTOMOBILE LIABILITY			10001068061	7/15/2016	7/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$		XOBW6362616	7/15/2016	7/15/2017		\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Clatsop County and all other governmental bodies having jurisdiction in the area, their officers and employees are included as Additional Insured with respect to the operations of the Named Insured per attached.

CERTIFICATE HOLDER

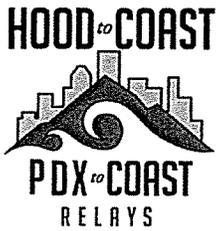
Clatsop County
 Department of Transportation
 PO Box 658
 Astoria, OR 97103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy Rohde/NANC



2016 CLATSOP COUNTY/HOOD TO COAST RELAY PROVISION FULFILLMENTS:

#9: (see below #1, 2, 3)

1. MetroWest emergency medical services/ambulance letter enclosed for only area on course (Finish Area on Seaside beach) with potentially 10,000 people at any one time. Seaside Fire Department is also on-call for emergencies, (with event staff notified), as this area is their jurisdiction.
2. All other emergency medical services in Clatsop County are provided via dispatch from the event Race Center Communications to the appropriate agency (Fire Dept/RFD, 9-1-1, law enforcement) by jurisdiction. The Race Communications Center has repeater and site coverage for the entire 198 mile course, and is contacted by event staff/race officials by digital event radio if emergency assistance is deemed necessary.
3. As noted in supporting, attached documents, the event communications plan makes it possible to contact 911 within moments of any notification of a need. Hood To Coast operates inside the preexisting 911 systems and passing through each area transiently. The Race is grandfathered in with these areas and has passed through Clatsop County annually since 1989. Clatsop area responders are well informed of the dates, times and number of participants passing through, and have ample opportunity for contact with the event to have any questions or concerns answered early in the year for planning. Hood To Coast may also contract any special needs with any provider, such as extra law enforcement patrol or response capability, IF preexisting response levels are deemed insufficient. The 911 services are medical professionals operating with state certification and licensing, and a physician adviser overseeing each operation within their jurisdiction. There is a duty to respond and act for each of these areas by law, therefore the race has coverage. Facilities for treatment, transport and tertiary care are in place and established by the county emergency plan. They include first responders and ambulance transport via ground and air to area hospitals or Level I trauma centers per protocol. Establishing a single formal area for medical is not realistic within a 199 mile race course, furthermore, setting up stationary medical along the route does not meet the requirements for a mobile response to all areas of the race. Emergency response must be provided by the local first responders, who may best serve all areas along the route and ensure that each participant has ready access to emergency medical care equally. In addition, each agency has a duty to respond and record all emergencies in their management area, to gather the statistical data required to assess need and create staffing, equipment and budgetary goals. Again, since Hood To Coast is grandfathered into these areas, local agencies should have no surprises and view the event as an asset. Hood To Coast appreciatively keeps these responders in the loop, via the Communications Director (Martin Anderson) to assist them in providing all race info, dates, times, participant numbers, impacts, and emergency notification and communications plans. Commemorative yearly 'Certificates of Appreciation' are sent out by Hood To Coast to gratefully acknowledge the services provided by each of these agencies, and serves as a demonstrable legacy for each provider.

#11: Waste Management operates the 20 yard drop box we provide for Jewell School's fundraiser. They request that it be left in place until Monday afternoon (48 hours post race). Also, we hire Recology for the remainder of the Clatsop County drop boxes, in which Exchange 30 (Kellie Reick's property), Exchange 31 (Coastline Christian Fellowship), Exchange 33 (Lewis & Clark Elementary School), Exchange 34 (Fort Clatsop Road/Lewis & Clark Mainline entrance), and the three 30 yard drop boxes on the concrete ramp of the beach near prom/Avenue A in Seaside are left in place until Monday morning, due to weekend service restrictions from Waste Management and Recology.

#12: Completed 'Temporary Restaurant License Application' in process of being sent directly to Annette Brodigan/Clatsop County Health Dept, by Century Catering (Allen Levine).

#13: Emergency Services Personnel contact: Martin Anderson (HTC Communications Director), mobile phone: (503) 396-1835, email: martin@htcrelay.com also available via event radio call-sign 'comms'.

#14: Toll-free community number for questions/concerns (active Aug. 22 – Sept. 5): (800) 853-8412

#16: All final course maps/directions sent electronically with permit application to Community Development Department on May 9th, 2016.

#17: See attached folder with radio communications coverage plan. The Hood To Coast Relay has full 9-1-1 and emergency communications coverage in Clatsop County as is noted in supporting documents.

#20: Designated volunteer at each exchange periodically monitors trash and plastic recycling receptacles to ensure proper set up according to layout and to monitor fullness of boxes. When a trash or plastic recycling receptacle is full, the bag (black for trash, clear for plastic recycling) is tied, removed and either placed in dumpster, or designated to a location out of way of participants for pick up by hired clean-up crew (DeAnne Isacson and staff) at close of each exchange. The bags of plastic recycling are sent to the ORPET Facility in St. Helens for recycling. Sunday morning and afternoon after event, another hired group of 12, instructed by Kathy Kaiser (503) 656-2535 does an extensive cleaning of each Clatsop exchange, gully/side of road to dispose of any remaining event debris.

Exchange 25: Five trash and three recycling boxes, (five liners per box).

Exchange 26: Seven trash and three recycling boxes.

Exchange 27: 20-yard Waste Management dumpster at Jewell School, six trash and three recycling boxes at exchange.

Exchange 28: Seven trash and three recycling boxes.

Exchange 29: 10 trash and four recycling boxes.

Exchange 30: 30 yard Recology dumpster, 30 co-mingled trash and 10 recycling boxes.

Exchange 31: 20 yard Recology dumpster, 10 trash and three recycling boxes.

Exchange 32: Five trash and three recycling boxes.

Exchange 33: 20 yard Recology dumpster, five trash and three recycling boxes.

Exchange 34: 30 yard Recology dumpster, nine co-mingled trash and four recycling boxes.

Exchange 35: 10 trash and four recycling boxes.

Finish Area/Seaside beach: three 30 yard Recology dumpsters, 40 trash boxes and 28 recycling boxes.

Waste Management for Columbia & Clatskanie Counties: (888) 323-2307 or (800) 592-9995

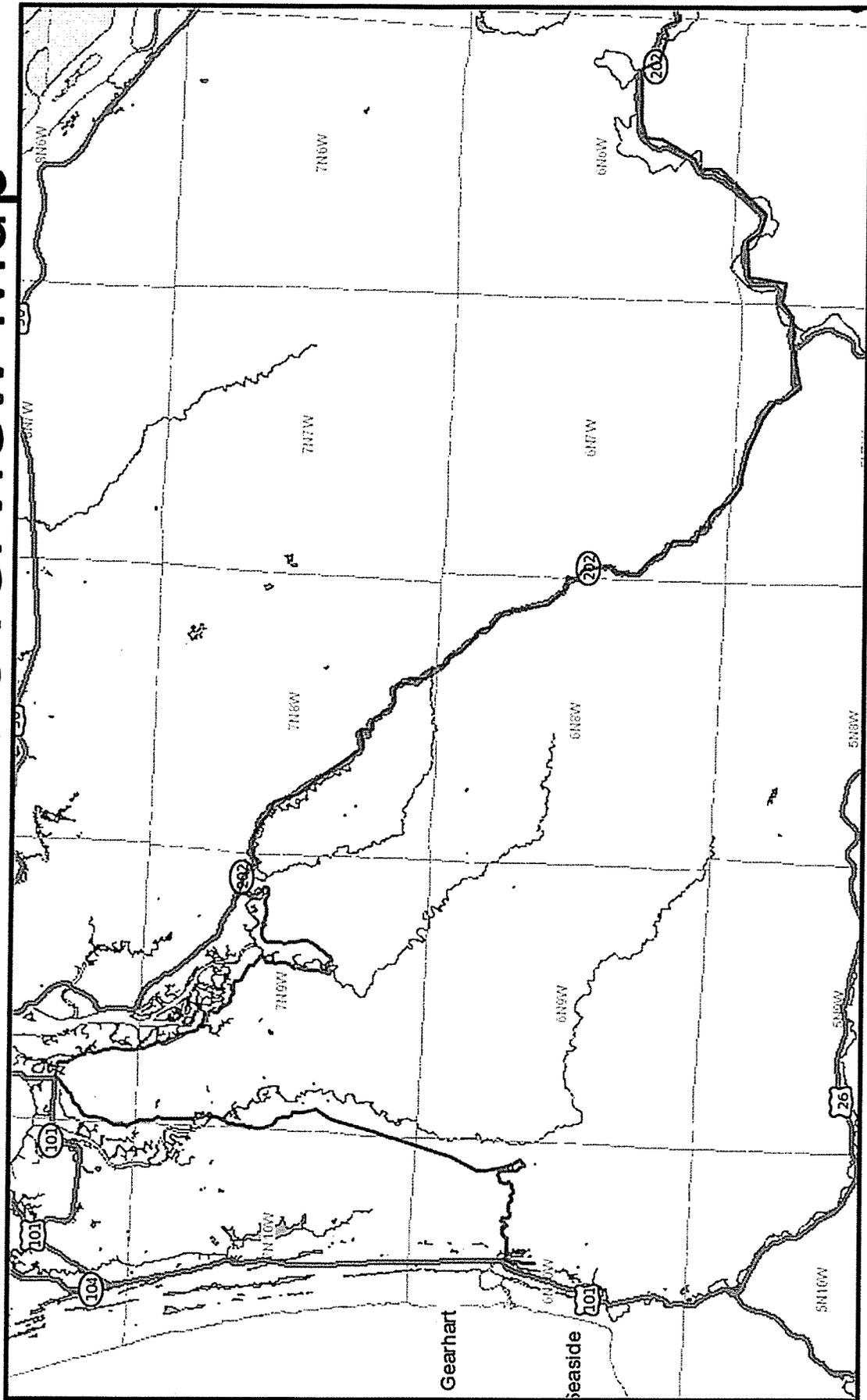
Recology: Debbie Hamel, office: 503-861-0578 cell: 503-739-6091

#23: Master race list with team numbers and name of Team Captain will be emailed to Community Development Department on or by 8/9/16.

10 race handbooks, contact sheet for race officials responsible for exchange areas in Clatsop County, as well as team vehicle signs will be mailed to the Community Development Dept. in mid-June, 2016 when printing is completed.

ATTACHMENT B

Hood to Coast Overview Map





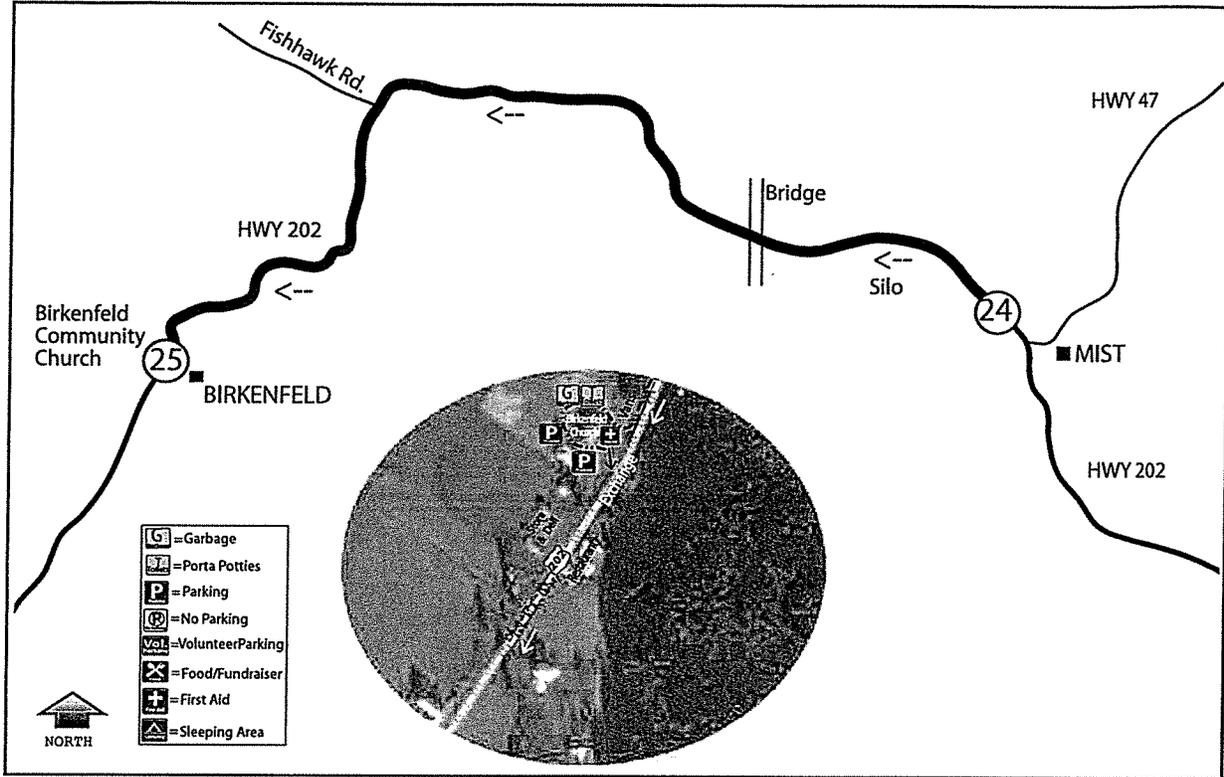
VAN 1

3.80 Mi. - Easy

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

EXCH 25. ADDRESS: 11249 Hwy 202 Birkenfeld, OR 97016 m.p. 41.2

GPS: Latitude N 45°59'44.55" Longitude W 123°20'2.80"

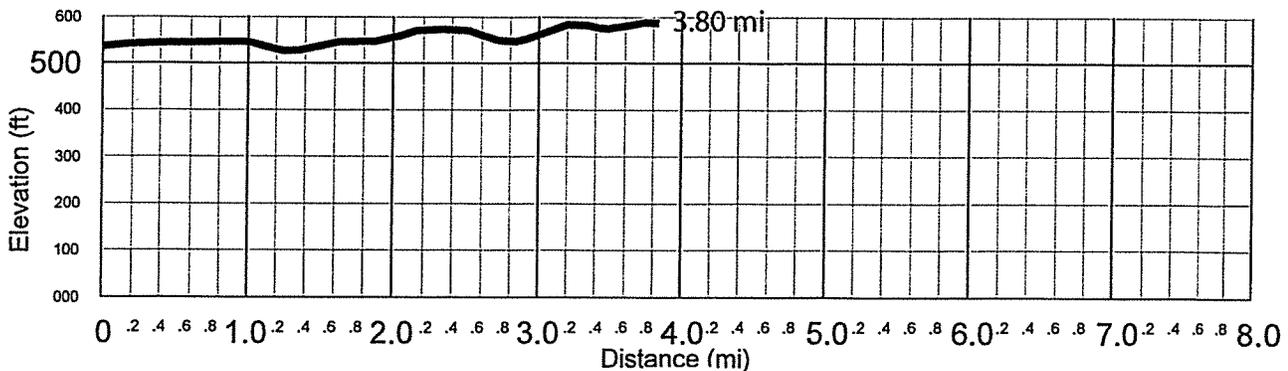


DRIVER NOTES:

- Van parking in Birkenfeld Church lot on right of road. Ex change is on left.
- Other provisions available at restaurant (open 24 hrs) and General Store at end of town. **No gas available.**

DIRECTIONS EX #24 - EX#25:

- 0.00 Mist Exchange #24 @ HWY 202
- ↑ 1.19 Nehalem River bridge
- ↑ 1.76 Mist/Birkenfeld fire station
- ↑ 3.10 HWY 202 / Fishhawk Rd
- 3.80 Birkenfeld Community Church Exchange #25 @ HWY 202



VAN 1

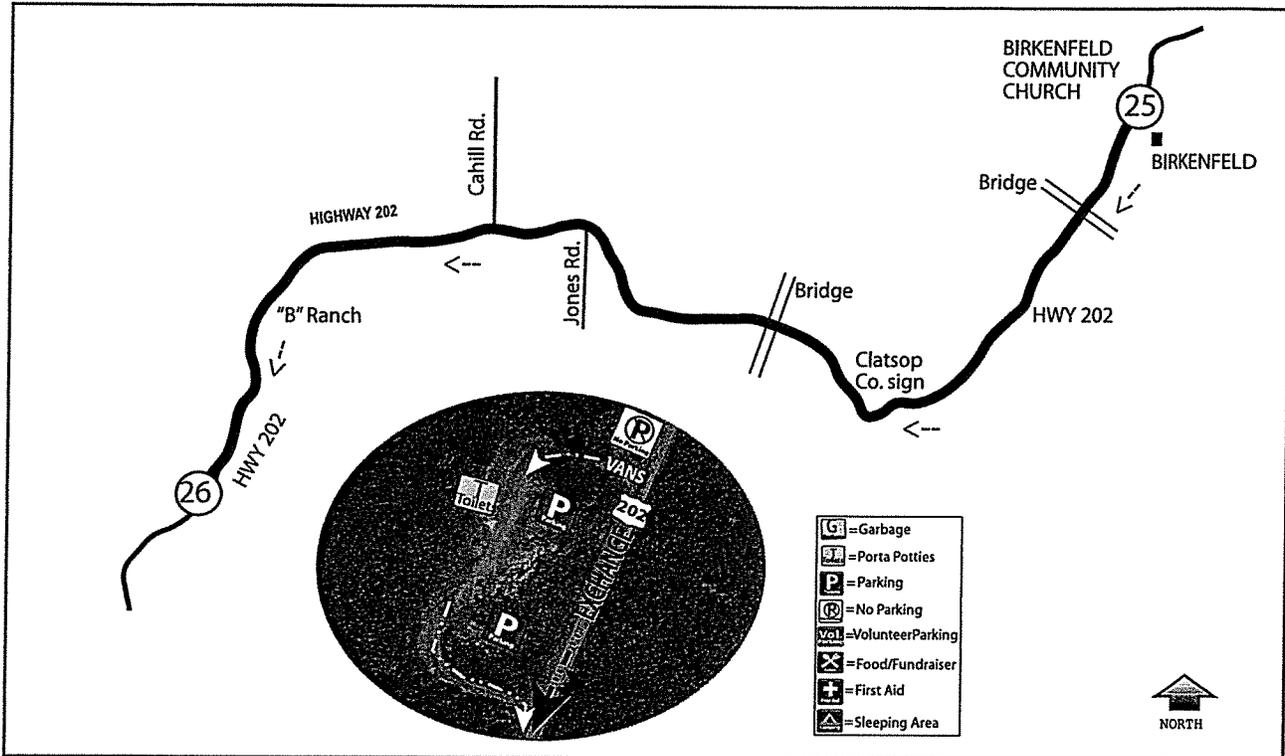
5.65 Mi.- Hard



LEG DESCRIPTION: Beginning with gently rolling hills, long uphill toward the end, finishing downhill for half mile on paved roads.

EXCH 26. ADDRESS: 5.77 miles on Hwy 202, Clatskanie, OR 97016

GPS: Latitude N 45°58'31.92" Longitude W 123°25'0.47"

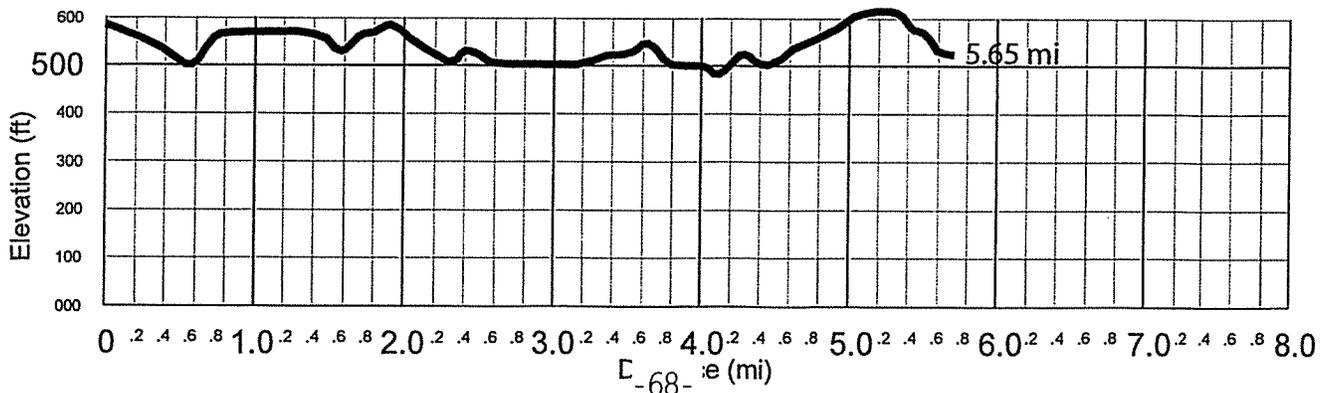


DRIVER NOTES:

- Van parking in cleared field on hill, on right side of HWY 202.
- No provisions on this leg.

DIRECTIONS EX#25 - EX#26:

- 0.00 Birkenfeld Church, Exch. #25 @ HWY 202
- ↑ 0.48 Nehalem River bridge
- ↑ 1.98 Welcome to Clatsop Cty sign
- ↑ 2.48 Nehalem River bridge
- ↑ 2.58 HWY 202 / Jones Road
- ↑ 3.57 HWY 202 / Cahill Road
- 5.65 Exchange #26 @ HWY 202



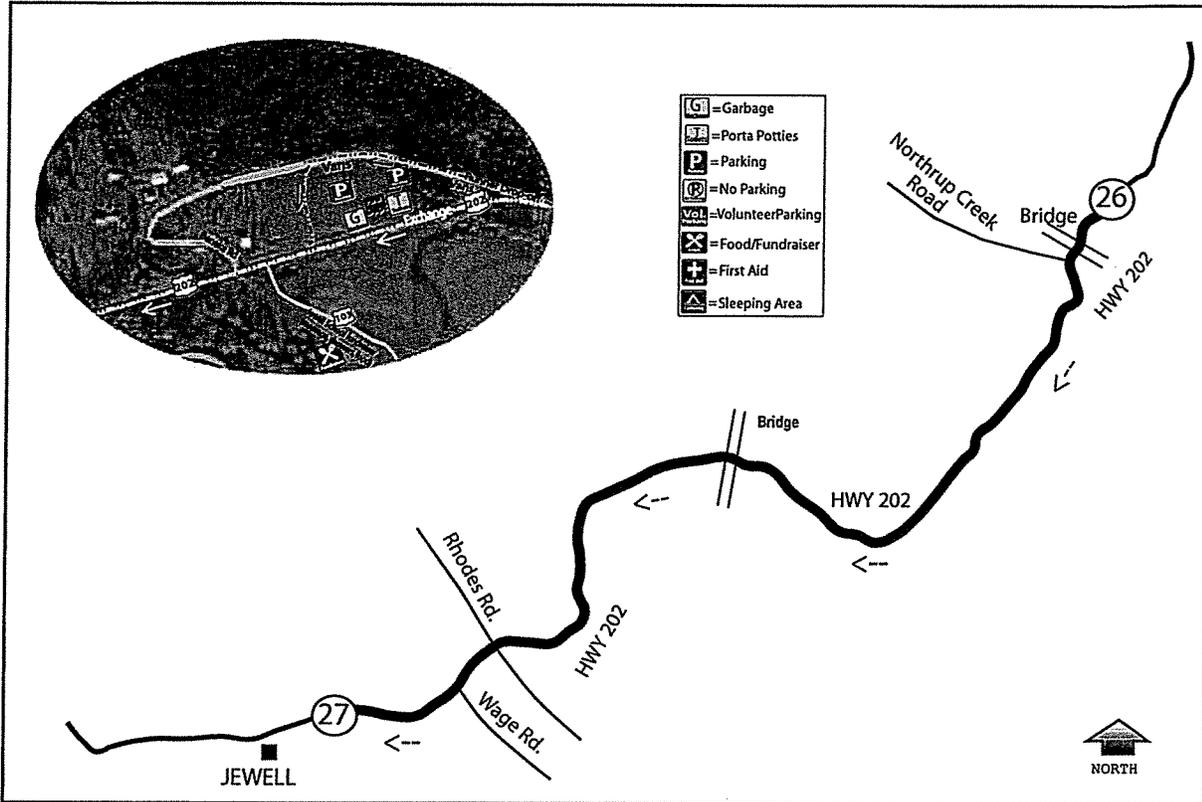
VAN 1

6.10 Mi. - Moderate

LEG DESCRIPTION: Rolling hills on paved rural country road.

EXCH 27. ADDRESS: near 78805 Hwy 202 Jewell, OR 97138

GPS: Latitude N 45°56'5.41" Longitude W 123°30'3.76"

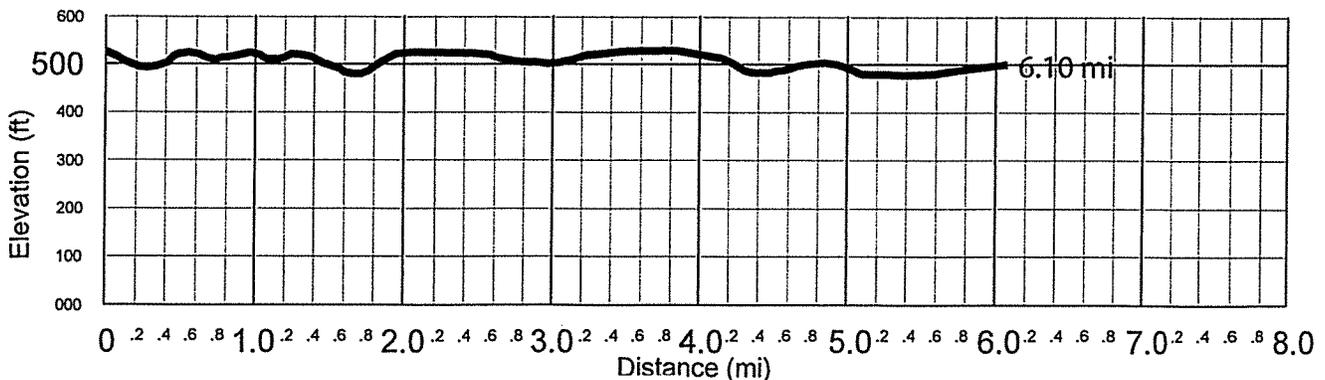


DRIVER NOTES:

- Van parking to the right of Exchange. Entrance for van parking is before the exchange, as directed by volunteers.
- No provisions on this leg, except Jewell School PTO fundraiser just past Exch 27 (turn left on Hwy 103, then 1/4 mi on right). Includes breakfast, lunch, overnight food, massage.

DIRECTIONS EX #26 - EX #27:

- 0.00 Exchange #26 @ HWY 202
- ↑ 0.60 HWY 202 / Northrup Creek Road
- ↑ 3.40 Nehalem River bridge
- ↑ 5.11 HWY 202 / Rhodes Road
- ↑ 5.46 HWY 202 / Wage Road
- 6.10 JewellExchange#27@HWY202



VAN 1

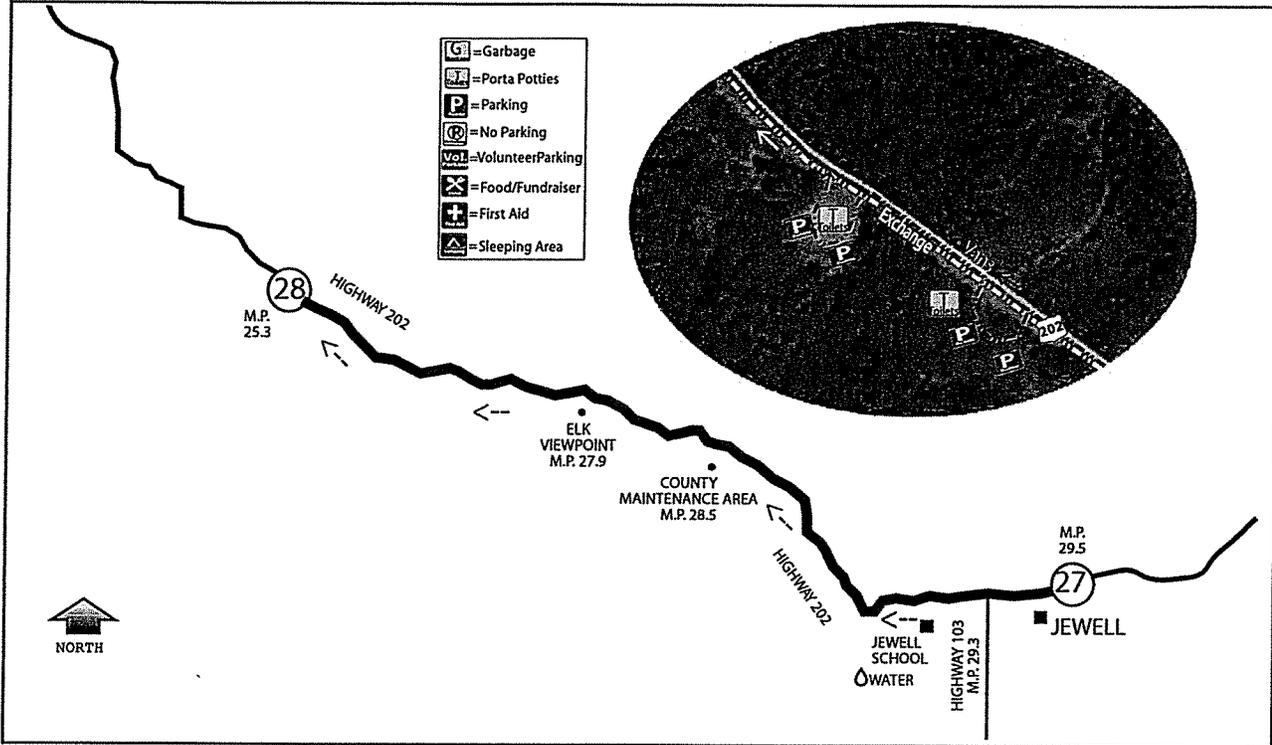
4.09 Mi.- Easy



LEG DESCRIPTION: Gradual uphill on paved road. Narrow highway with limited shoulder.

EXCH 28. ADDRESS: near Lee Wooden County Park Jewell, OR m.p. 25.3

GPS: Latitude N 45°57'15.01" Longitude W 123°34'25.83"



DRIVER NOTES:

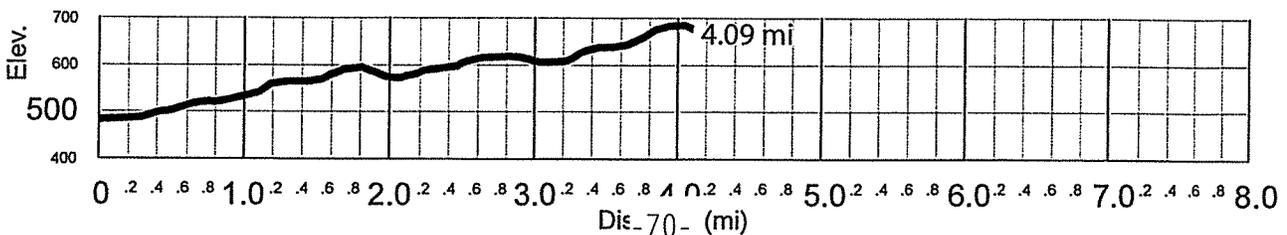
Van parking in the large field along the left side of the road. Narrow section....be careful!

No provisions on this leg, except Jewell School fundraiser just past Exch 27 (turn left on Hwy 103, then 1/4 mi on right). Includes breakfast, lunch, overnight food, massage.

Route passes by Elk Preserve. **NO stopping at, use of bathrooms, or sleeping at Elk Viewpoint.**

DIRECTIONS EX#27 - EX#28:

- 0.00 Jewell Exchange #27 @ HWY 202 (milepost 29.5)
- ↑0.20 HWY 202/HWY 103 (mp 29.3)
- ↑1.08 County Maintenance Yard on left (mp 28.5)
- ↑2.61 Elk Viewpoint on left (mp 27.9)
- 4.09 Exchange #28 @HWY 202 (mp 25.3)



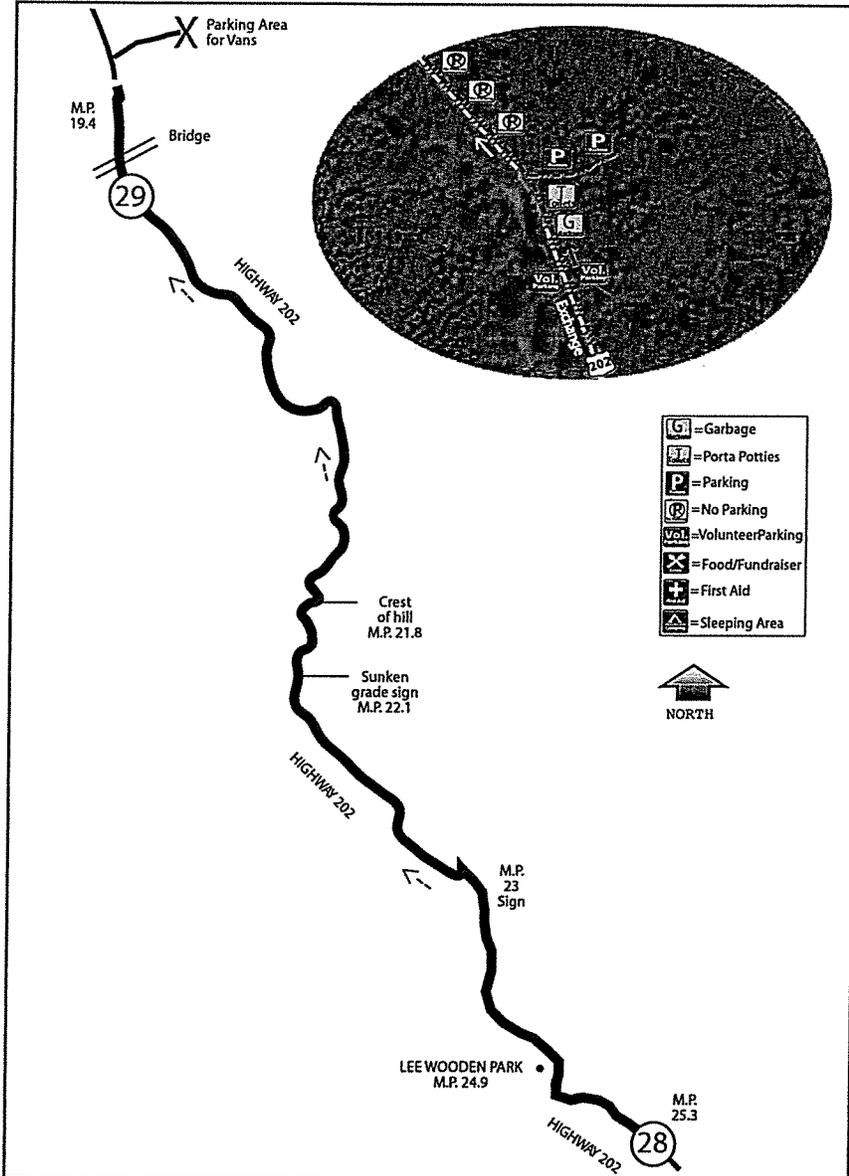
VAN 1

5.97 Mi. - Very Hard

LEG DESCRIPTION: Very challenging up and downhill through winding wooded section of Hwy 202.

EXCH 29. ADDRESS: m.p. 19.4 Astoria, OR 97103

GPS: Latitude N 46° 1'14.62" Longitude W 123°37'30.29"

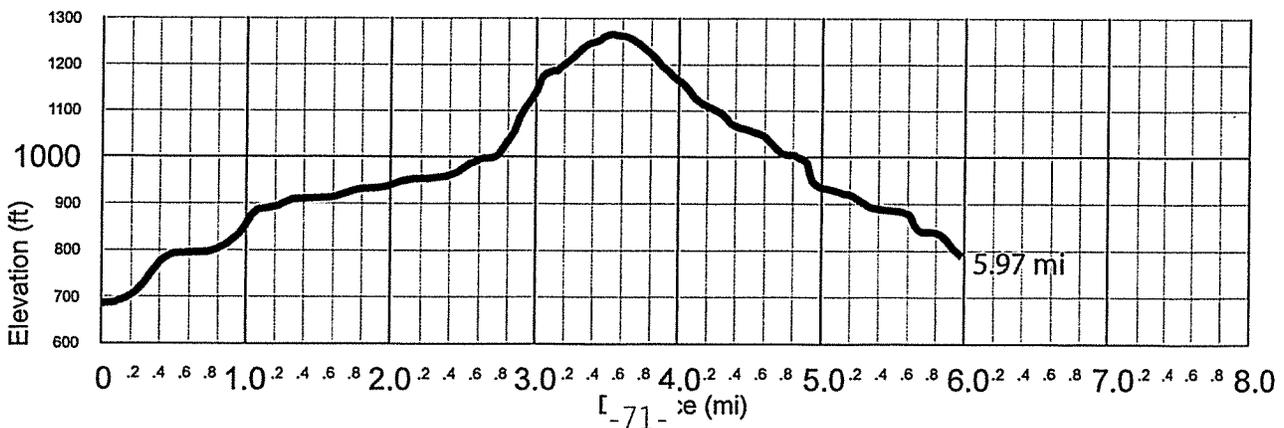


DRIVER NOTES:

- Van parking .40 mi. past Exchange (right off Hwy 202), through white steel gate up long side road shoulder.
- No provisions on this leg.

DIRECTIONS EX #28 - EX #29:

- 0.00 Exchange #28 @ Highway 202 (milepost 25.3)
- ↑ 0.33 Lee Wooden Park on left (mp 24.9)
- ↑ 2.42 Milepost 23
- ↑ 3.47 Crest of hill (mp 21.8)
- 5.97 Exchange #29 @ HWY 202 (just before bridge; near mp 19.3)

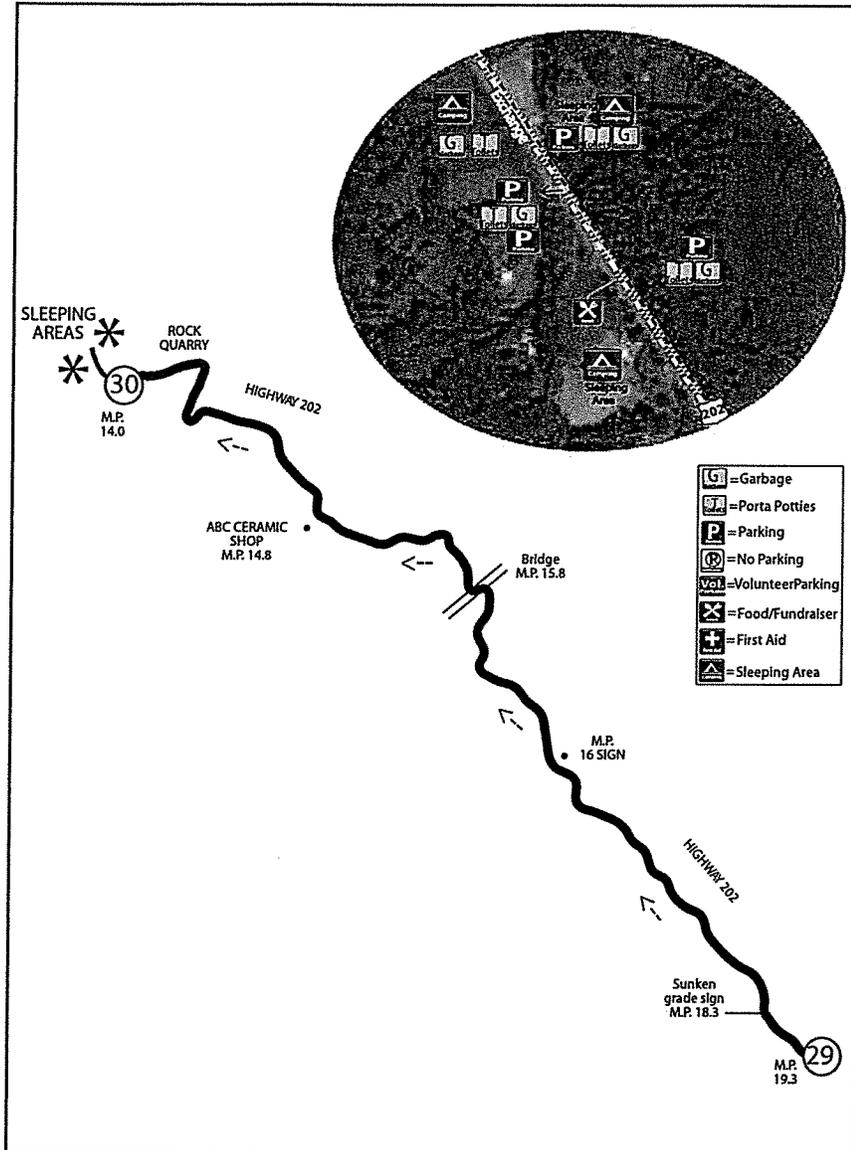


VAN 1 & VAN 2 (major van exchange) 5.32 Mi. - Moderate

LEG DESCRIPTION: Gradual uphill and steep downhill on winding narrow back road with minimum shoulder.

EXCH 30. ADDRESS: 87232 Hwy 202 Astoria, OR 97103

GPS: Latitude N 46° 3'56.76" Longitude W 123°41'33.88"



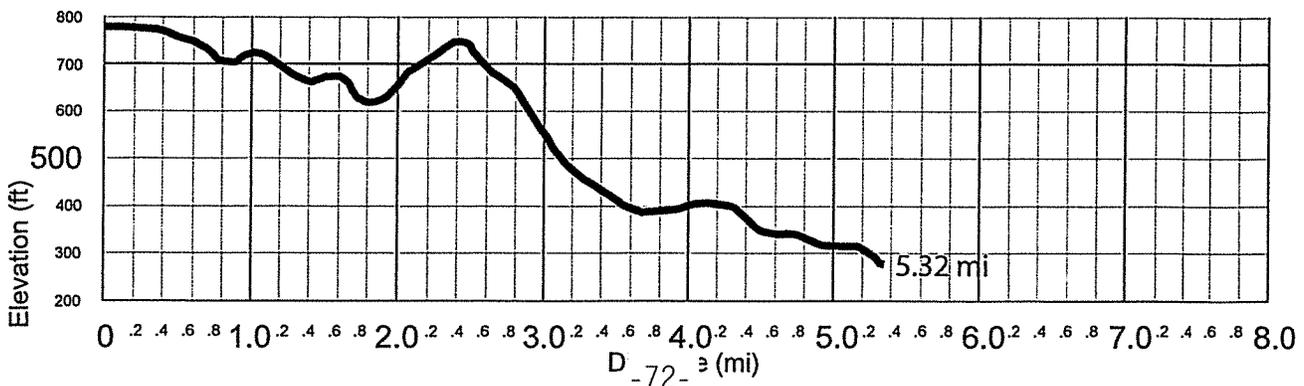
DRIVER NOTES:

- Don't drop off runners within 500 feet of exchange (creates congestion)! Expect delays.
- Van parking and designated sleeping areas on right and left side of highway near exchange.
- No provisions except food fundraiser at Exchange 30. See page 7 for all details!
- No cell phone communication available until after Leg #32.
- Penalty for not sleeping in designated sleeping area. Tents NOT allowed here.
- Encouraged to wear high vis clothing (no dark colors), and for teammates outside van to wear reflective vest & LED flasher (6pm-9am).

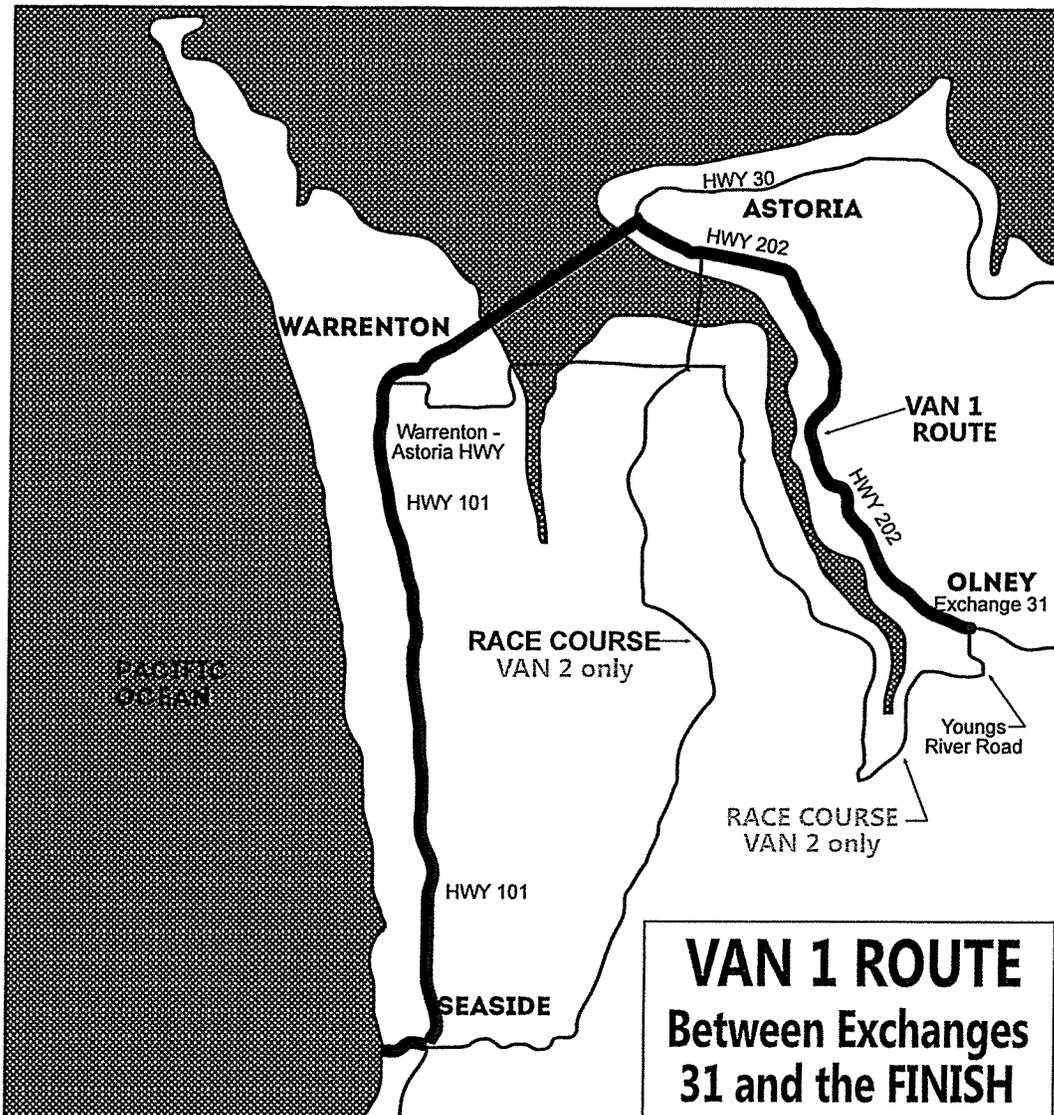
Fundraiser Benefits local community family
 Dinner: burgers, chicken burger, potato salad, muffins
 Breakfast: eggs, bacon, ham/cheese croissants, hot choc
 Lunch: burgers, hot dogs, spaghetti, yogurt, fruit, bagels. 10pm - close

DIRECTIONS EX #29 - EX #30:

- 0.00 Exchange #29 @ HWY 202 slightly before Exch parking past bridge on right.
- ↑ 3.37 Mile post 16 sign
- ↑ 3.53 Nehalem River bridge (mp 15.8)
- 5.32 Exchange #30 @ HWY 202



VAN 1 ROUTE TO FINISH



Only Van 2 with a COLORED "race vehicle" sign in window will be allowed to proceed on course Legs #32 - 36.

Van 1 must follow Hwy 202 into Astoria from Exchange #31 (Olney Grange).

VAN 1 DRIVING DIRECTIONS:

- ← • Upon entering Astoria, turn left onto the long bridge over the bay following the signs saying to "Warrenton and Seaside" until reaching Hwy 101.
- ↑ • Drive south along Hwy 101 approx. 25 miles to Seaside.
- The Finish is on the beach at the end of Broadway St. (commonly called "the turnaround/prom") in Seaside. (See Seaside Shuttle Map, page 73 for parking options). Park in shuttle area or other, and meet your last runner one block north of the turnaround on the beach near where Oceanway Ave dead-ends at the beach.

This route takes 45-50 minutes to Seaside and is substantially faster than following the race course.

VAN 2

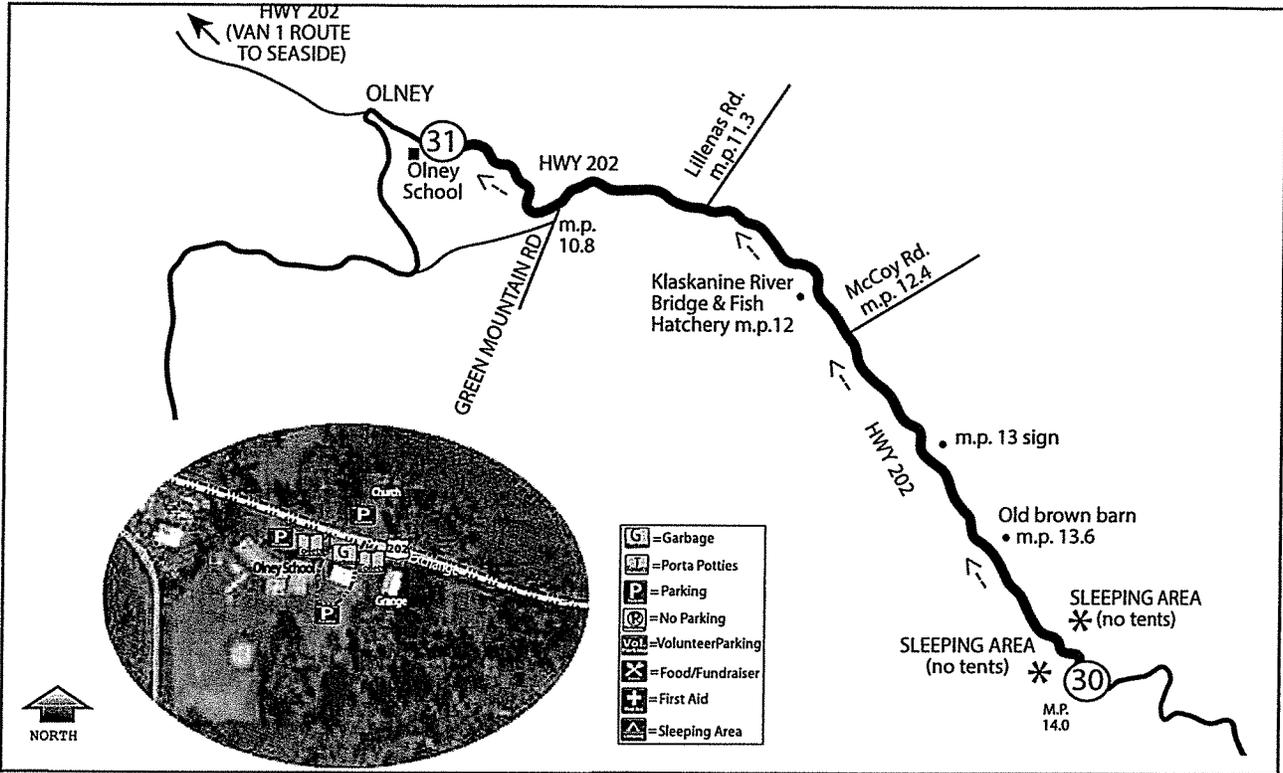
3.96 Mi. - Moderate



LEG DESCRIPTION: Gradual hills on narrow paved back country road.

EXCH 31. ADDRESS: 89386 Hwy 202 Astoria, OR 97103

GPS: Latitude N 46° 5'53.44 Longitude W 123°45'05.72"

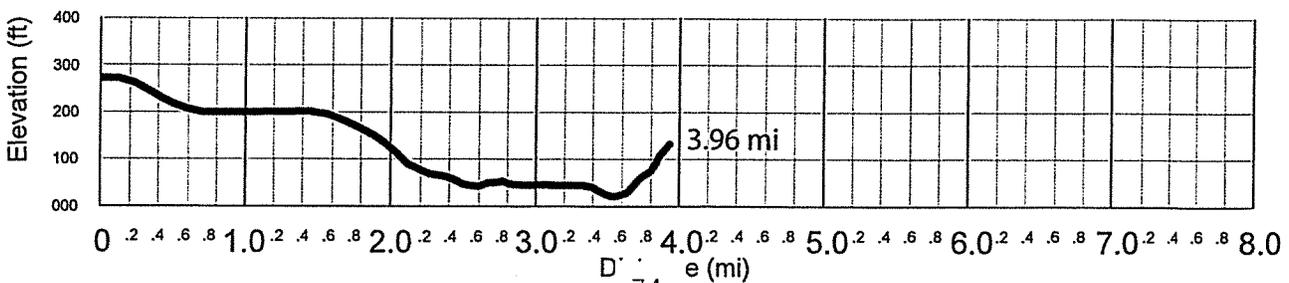


DRIVERS NOTES:

- Van parking in Olney Grange lot on the left and church parking lot on the right.
- **Sleeping area provided .60 mile past Exchange #30 on the left (south) side of the road. Penalty if not sleeping in designated area. Tents NOT allowed.**
- Breakfast/Lunch/Dinner Fundraiser at Olney Grange (Exchange 31). Additional provisions/gas available approx. 0.3 mile past Exch. 31 at Olney Store.

DIRECTIONS EX#30 - EX#31:

- 0.00 Exchange #30 @ HWY 202 (milepost 14.0)
- ↑ 0.85 Mile post 13 sign
- ↑ 1.56 McCoy Lane
- ↑ 2.06 Klaskanine River bridge and Fish Hatchery (mp 12.0)
- ↑ 2.67 Lillenas Road (mp 11.3)
- ↑ 3.13 Olney Lane
- 3.96 Coastline Christian Fellowship Church/ Exchange #31 @ Highway 202 (mp 9.9)



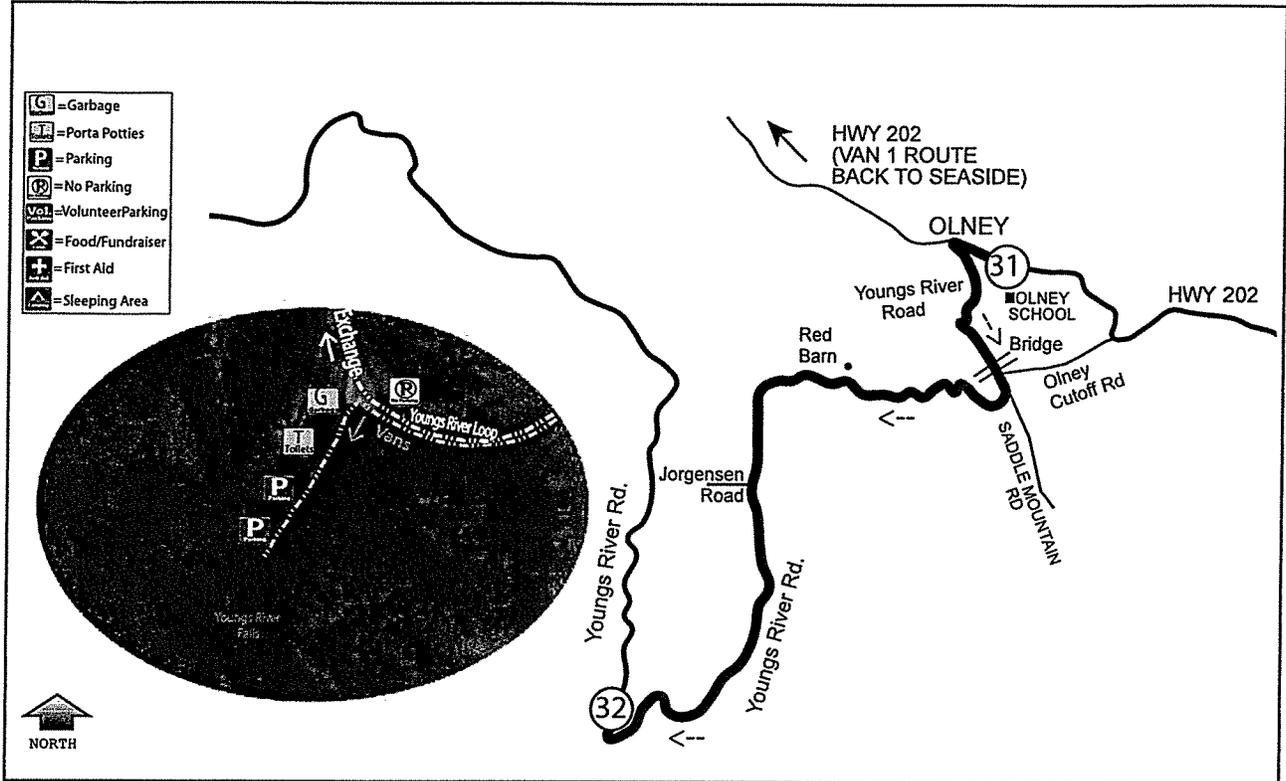
VAN 2

4.20 Mi.- Moderate

LEG DESCRIPTION: Basically flat terrain on narrow country roads around Young's River.

EXCH 32. ADDRESS: 3.86 miles on Youngs River Rd. (from Hwy 202) Olney, OR 97103

GPS: Latitude N 46°04'12.50" Longitude W 123°47'16.24"



IMPORTANT:

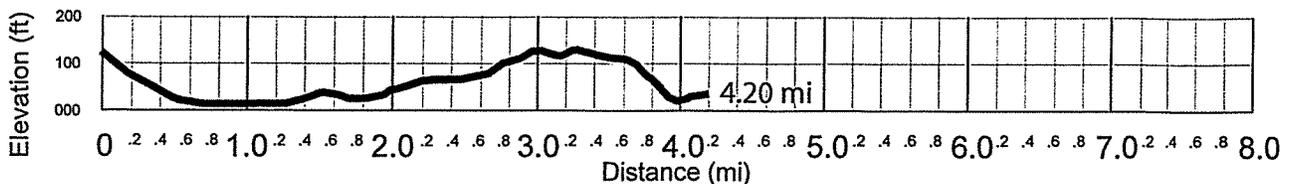
ONLY VAN 2 WITH COLORED "RACE VEHICLE" SIGN IS ALLOWED TO CONTINUE ON 'YOUNGS RIVER LOOP' AND CONTINUE ALONG REMAINING RACE COURSE. ALL OTHER VEHICLES MUST TURN ONTO HWY 202 AND PROCEED TO SEASIDE (SEE PAGE 66)

DRIVER NOTES:

- NO PARKING ON ROAD SHOULDER.
- Provisions/gas at Olney Store on HWY 202 beyond turn onto Youngs River Road.
- Expect heavy traffic delays, parking is limited.

DIRECTIONS EX#31 - EX#32:

- 0.00 Exchange #31 near Coastline Christian Fellowship Church/ HWY 202
- ← 0.34 Youngs River Road
- 1.04 Bridge (Y in road), continue right /straight on Youngs River Rd
- ↑ 1.07 Saddle Mountain Road
- ↑ 1.61 Red barn
- ↑ 2.58 Jurgensen Road
- ↑ 4.20 Youngs River Falls



VAN 2

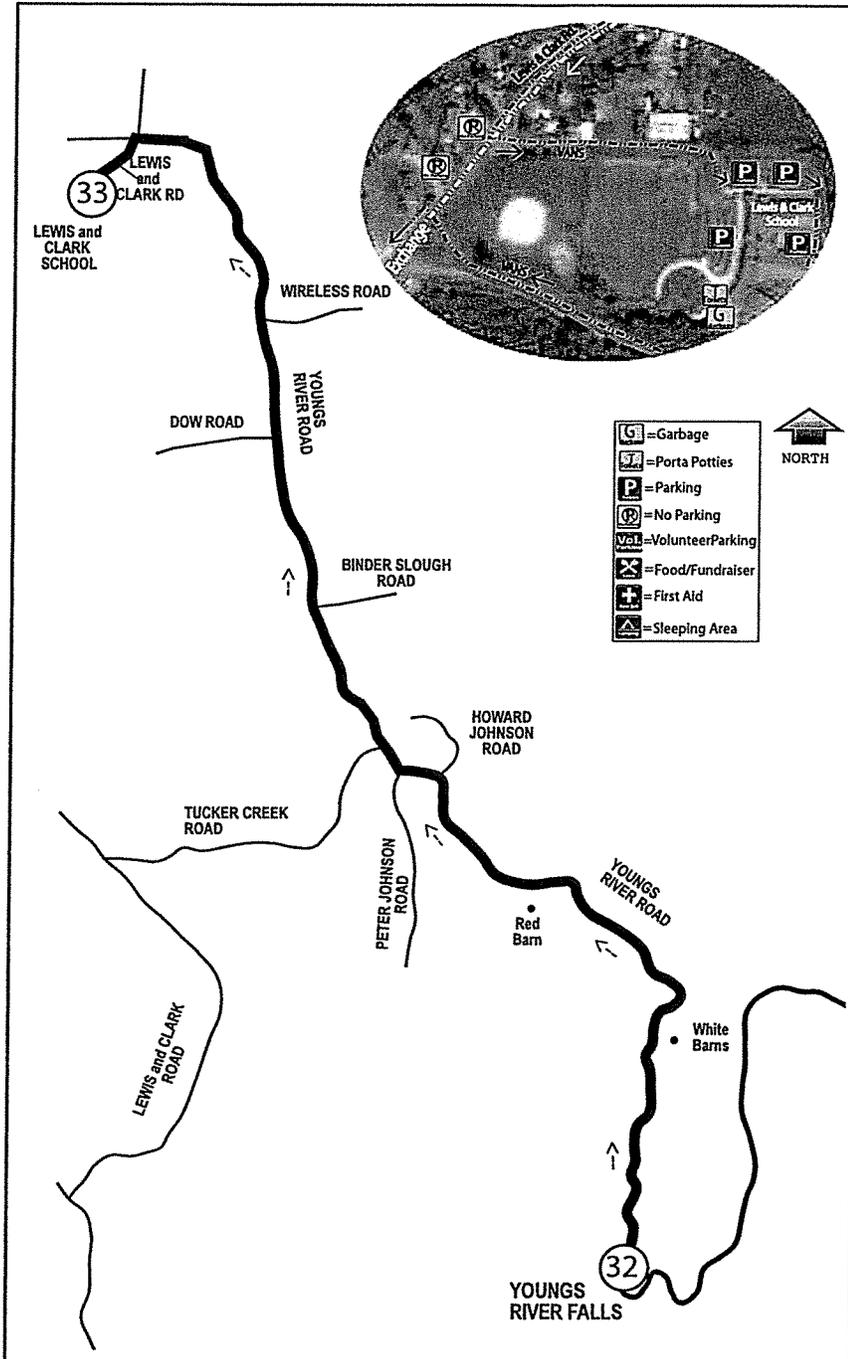
7.72 Mi.- Hard



LEG DESCRIPTION: Rolling hills on narrow country roads.

EXCH 33. ADDRESS: 92179 Lewis & Clark Road Astoria, OR 97103

GPS: Latitude N 46° 8'51.01" Longitude W 123°50'45.52"



IMPORTANT:

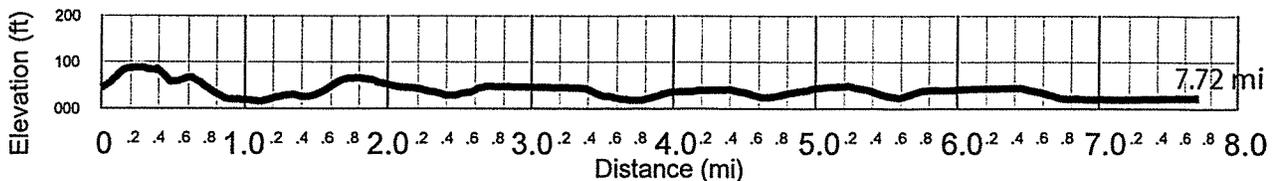
ONLY VAN 2 (WITH COLORED SIGN) ALLOWED ON THIS LEG (SEE PAGE 66).

DRIVER NOTES:

- Provisions available at Miles Crossing just before Exchange 33 at intersection of Youngs River Road and Lewis and Clark Road.

RUNNER DIRECTIONS EX #32 - EX #33:

- 0.00 Exchange #32 @ Youngs River Road
- ↑ 3.67 Tucker Creek Road
- ↑ 5.12 Binder Slough Road
- ↑ 6.18 Dow Road
- ↑ 6.60 Wireless Road
- ← 7.29 Lewis and Clark Rd (Miles Crossing)
- 7.72 Lewis and Clark School Exch #33 @ Lewis & Clark Rd





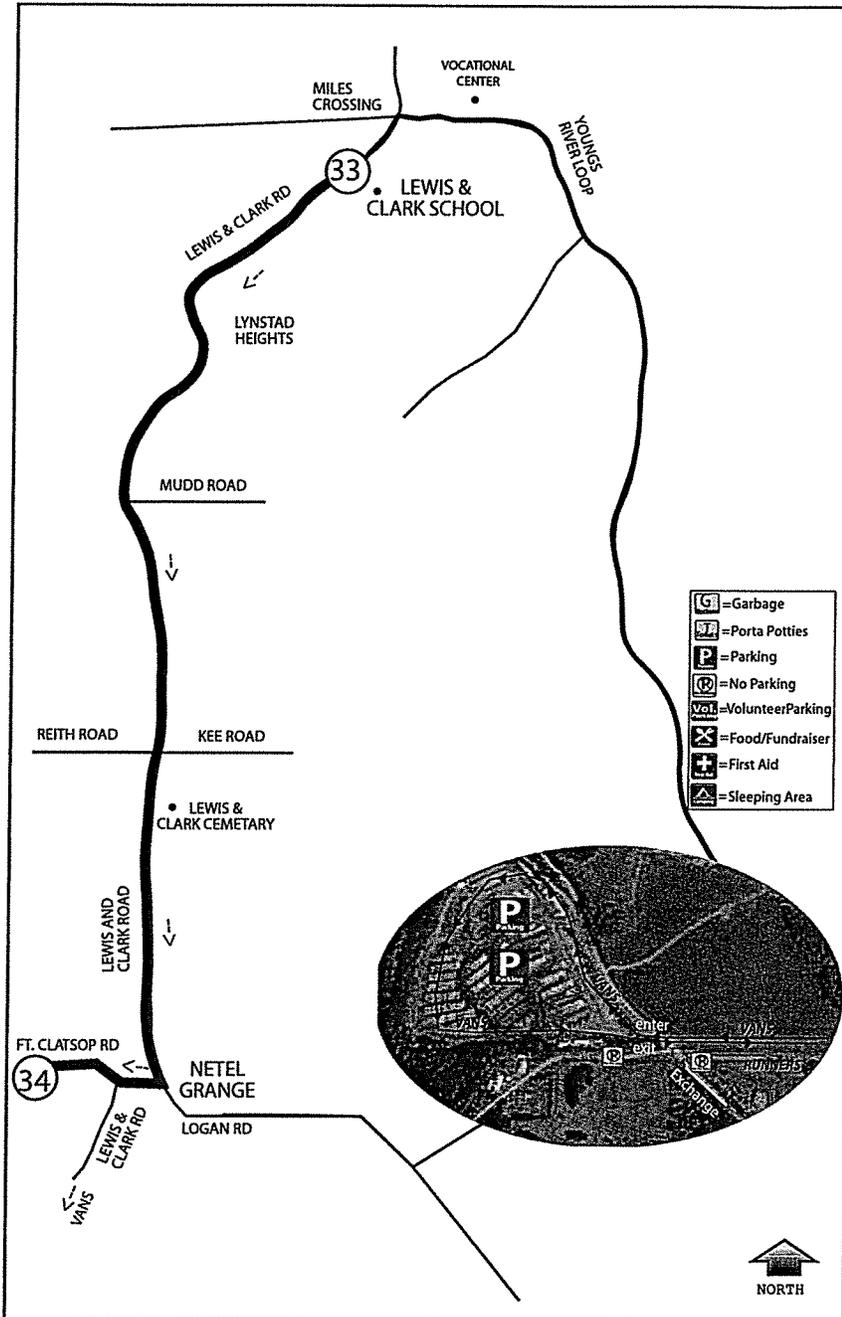
VAN 2

4.12 Mi. - Easy

LEG DESCRIPTION: Very short leg in length with gently rolling hills along paved country roads.

EXCH 34. ADDRESS: 90886 Fort Clatsop Rd, Astoria, OR 97103

GPS: Latitude N 46° 6'15.29" Longitude W 123°51'56.66"



IMPORTANT:

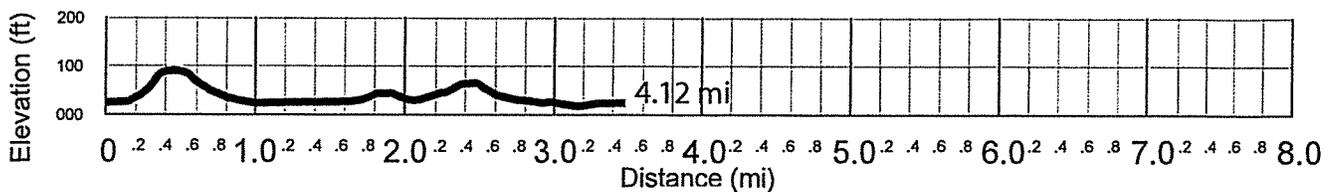
ONLY VAN 2 WITH COLORED SIGNS ALLOWED ON THIS LEG (SEE PAGE 66).

DRIVER NOTES:

- Exch 34 Van parking in log scale in station near corner of Fort Clatsop Rd/ Lewis & Clark Mainline.
- Provisions available at Miles Crossing (intersection of Youngs River Loop / Lewis and Clark Road).
- Vans Leaving Exch 34: turn & go back onto Fort Clatsop Rd., and continue south to eventually merge with 'Lewis & Clark Rd' and continue to Exchange 35 (see Leg 35 map).

RUNNER DIRECTIONS EX #33 - EX #34:

- 0.00 Lewis And Clark School Exchange #33 @ Lewis & Clark Road
- ↑0.61 Lynstad Heights
- ↑1.82 Mudd Road
- ↑2.43 Kee Rd (on left) - Reith Rd (on right) and Lewis & Clark Road
- ↑2.66 Lewis and Clark Cemetary
- 3.32 Lewis & Clark Rd/bridge
- 3.43 Lewis & Clark Rd/Fort Clatsop Rd.
- ←4.08 Fort Clatsop Rd/Lewis & Clark Mainline
- 4.12 Exch #34 on Lewis & Clark Mainline



VAN 2

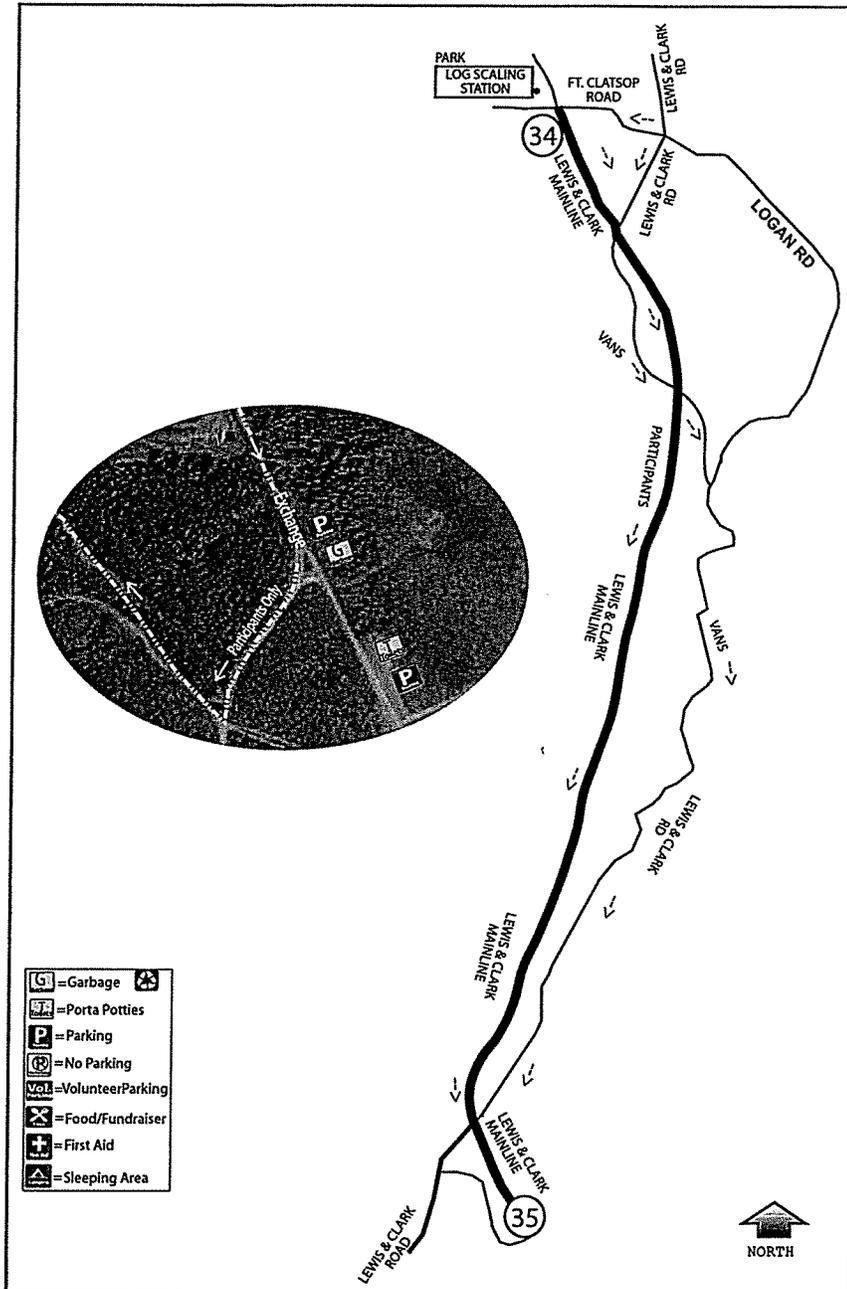
7.07 Mi.-Hard



LEG DESCRIPTION: Gently rolling terrain along a combination of paved and gravel roads.

EXCH 35. ADDRESS: 86645 Lewis & Clark Road Seaside, OR 97138

GPS: Latitude N 46° 0'27.47" Longitude W 123°52'2.34"



• Vans Leaving Exch 34: turn & go back onto Fort Clatsop, and continue to south eventually merge with 'Lewis & Clark Rd' and continue to Exchange 35 (see Leg 35 map).

DRIVER NOTES:

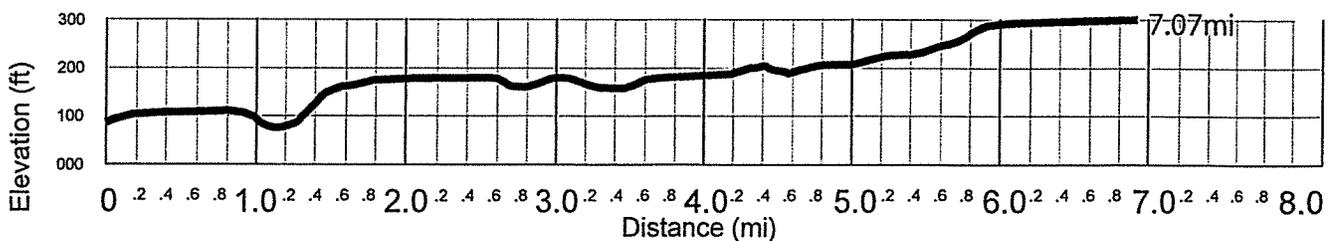
• **NO PARKING ON ROAD SHOULDERS OF EXCH 35.** Van parking down private road (Lewis & Clark Mainline) off of Lewis & Clark Rd.

RUNNER NOTES:

• Don't litter and drop water bottles on the Lewis & Clark Mainline trail!

RUNNER DIRECTIONS EX#34 - EX#35:

- 0.00 Exchange #34 @ corner of Lewis & Clark Rd/Fort Clatsop Rd/Logan Rd
- ↑ 0.92 Lewis & Clark Rd / Lewis & Clark Mainline
- ← 1.92 Lewis & Clark Mainline / Lewis & Clark Rd
- ↑ 6.43 Lewis & Clark Mainline/Lewis & Clark Rd/Lewis & Clark Country Rd.
- ↑ 7.07 Exchange #35 on Lewis & Clark Mainline (near Lewis & Clark Country Rd.)





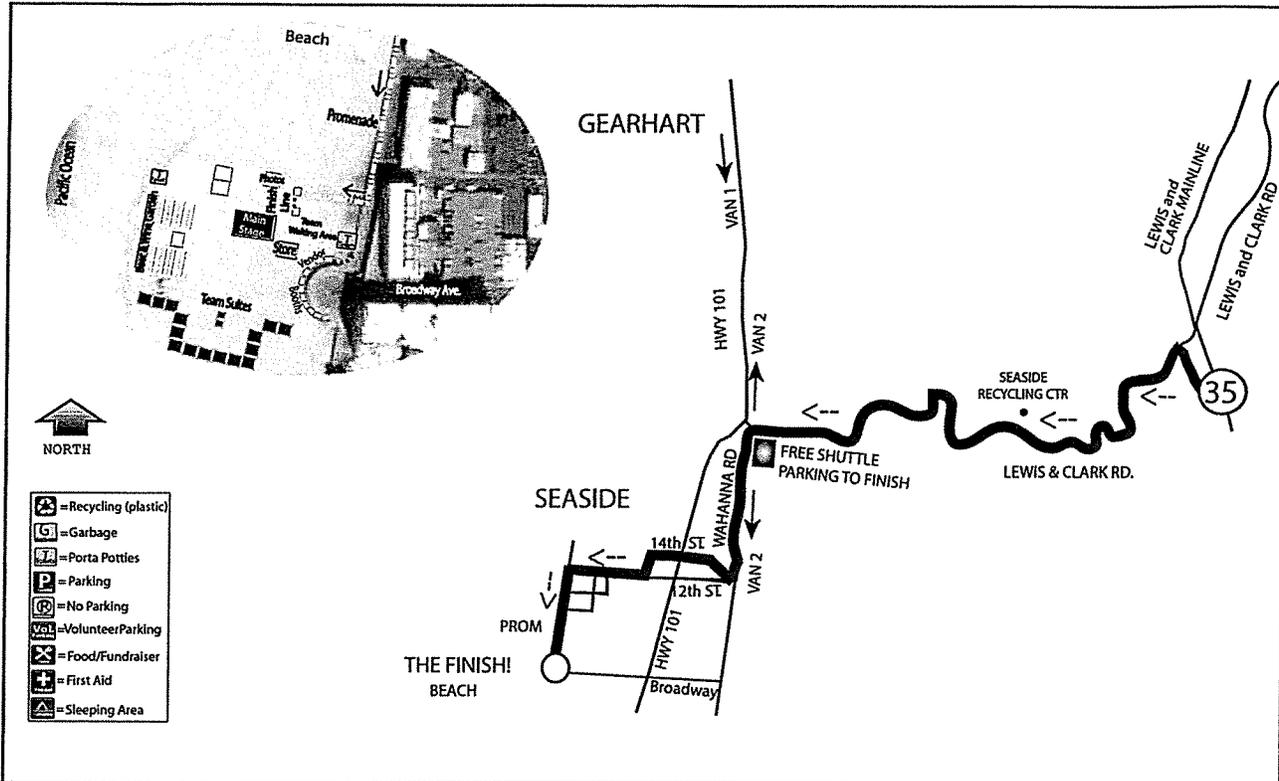
VAN 2

5.19 Mi.-Moderate

LEG DESCRIPTION: Challenging up and steep downhill on winding paved roads to Finish on sand near Broadway turnaround.

EXCH 36. ADDRESS: 30 North Promenade, Seaside, OR 97138

GPS: Latitude N 45°59'37.52" Longitude W 123°55'47.92"



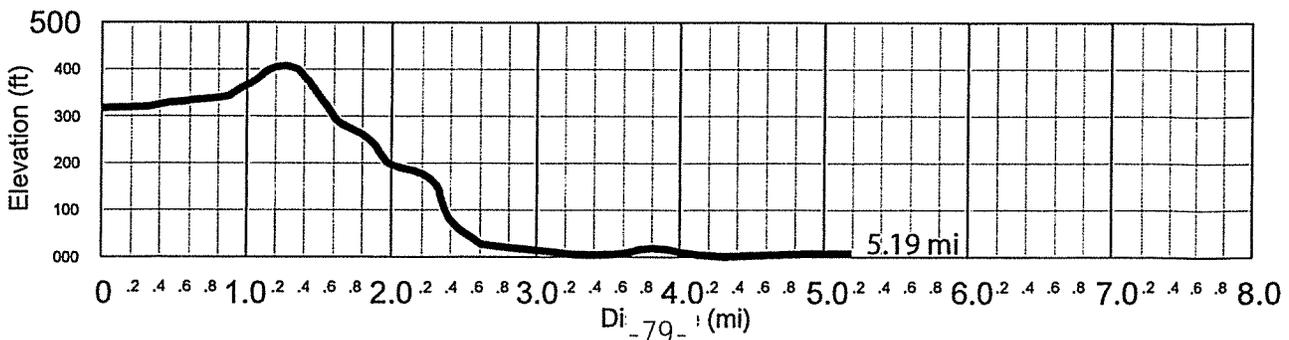
ONLY VAN 2 (WITH COLORED SIGN) ALLOWED ON THIS LEG - SEE DRIVERS GUIDE pg 27.

DRIVERS NOTES EX #35 - FINISH:

- Van parking and free shuttles at designated areas in town. (See map on page 73).
- Best area to turn around on HWY 101 (heading north/south) is on Pacific Way (signal light north of town).
- Plastic bottle recycling, ATM, basic first aid within Beach Party. See pages 10 & 11 for more.
- Open containers on promenade or walking on streets isn't allowed.

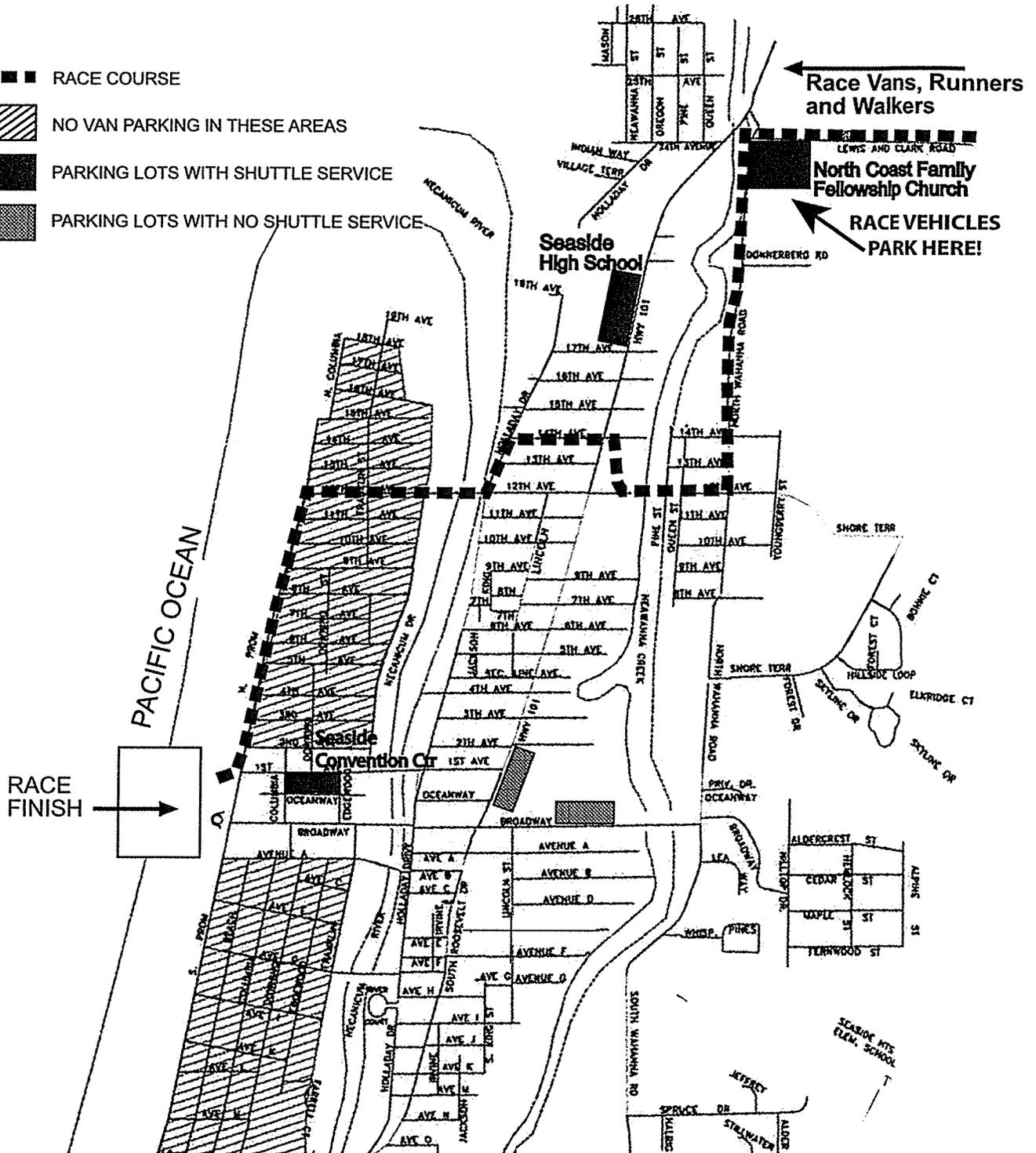
RUNNER DIRECTIONS EX #35 - FINISH:

- 0.00 Exchange #35 @ Lewis & Clark Mainline
- ← 0.79 Path meets Lewis & Clark Rd
- ↑ 2.75 "The Retreat" condos
- ← 3.12 Lewis & Clark Country Rd. /Wahanna Rd
- 3.75 Wahanna Rd / 12th Avenue
- 3.94 Turn into movie theater parking lot
- ↑ 4.05 14th Avenue / HWY 101 (temp. pedestrian bridge)
- ← 4.20 14th Avenue/ Holladay St
- 4.31 Holladay St/ 12th Avenue
- ← 4.63 12th Avenue / Promenade
- 5.19 Finish on sand @Turnaround!



SEASIDE SHUTTLE PARKING MAP

- RACE COURSE
- ▨ NO VAN PARKING IN THESE AREAS
- PARKING LOTS WITH SHUTTLE SERVICE
- ▩ PARKING LOTS WITH NO SHUTTLE SERVICE



FREE TROLLEY/SHUTTLES run every 15-30 minutes from 7:00AM-11:00PM on Saturday. After midnight all parking areas will close and all vehicles should be removed. Please respect their property and leave the area as clean as you found it. Shuttle drops off at corner of 1st Ave/Columbia (Convention Ctr).

Shuttle Service/Parking Available:

- **North Coast Family Fellowship Church (275 parking spaces)**
(Lewis & Clark Rd/Wahanna/Hwy 101): 2245 N. Wahanna Drive
- **Seaside High School (90 parking spaces)**
(N. Roosevelt Dr/Hwy 101): 1901 N. Holladay Drive
- **Seaside Convention Center (100 parking spaces available)**
(1st Ave/N. Downing St. - walk 2 blocks-80- ach): 415 1st Avenue

ATTACHMENT C

Hood to Coast 2016 Conditions of Approval

1	All signs are subject to the Clatsop County sign ordinance
2	Hood to Coast will provide appropriate notification in the form of directional signage at every major intersection, and temporary signage at or near major intersections along the route to remind motorists that runners are ahead on the roadway.
3	In the event a lawsuit of any kind is instituted on behalf of the County to collect payment due or to obtain performance of any kind under this permit, Permittee shall pay such additional sums the court may adjudge for reasonable attorney's fees plus all costs and disbursements at trial and on any appeal.
4	Permittee shall reimburse the Clatsop County Public Health Department for onsite Environmental Health inspection to assure compliance to the health, sanitation and safety section requirements of this contract. Current hourly Environmental Health Inspection rate to be charged by and reimbursed to Clatsop County Public Health Department.
5	The permittee shall reimburse the Clatsop County Sheriff's office, Public Works Department and Public Health Department for actual expenses incurred for deploying personnel and for actual costs of mutual assistance, to include all law enforcement, fire/rescue, emergency medical service and search and rescue response. Furthermore, the permittee shall reimburse the Sheriff's Office for deploying Search and Rescue resources at the current reserve deputy hourly rate of pay. The permittee shall reimburse the Clatsop County Sheriff's office and Clatsop County Public works for all material services costs to include fuel/mileage, food and water and all other consumables and for actual expenses incurred if additional resources are needed. Overtime will be determined by county policy and collective bargaining agreement rules. Rate will be determined as actual cost, to include personnel costs and material and services costs.
6	All race participants (runners, walkers and course guides) must, during hours of darkness, wear reflective clothing or devices on at least the upper torso area of their body that is clearly visible from front and back. In addition, those participants must also have an illumination device such as a flashlight or chemical light, which must be activated at all times during darkness.
7	Course guides shall wear reflective vests at all times they are in the right-of-way.
8	All race officials and course guides who assist Hood to Coast in Clatsop County between the hours of 10:00 p.m. and 6:00 a.m. must be at least 18 years of age or must be accompanied by a parent or guardian.
9	Permittee shall provide a written statement from an <u>Emergency Medical Facilities Provider</u> with jurisdiction, indicating an emergency medical services plan along the permitted route has been approved.
10	Permittee shall provide personnel and staffing sufficient to safely and effectively manage the event. This should include staffing for checkpoints, parking areas, stages, camping sites, security, waste management, etc. Personnel shall include licensed medical staff to render first aid if necessary.
11	Permittee shall provide waste management and sufficient sanitary facilities appropriate for the event. This includes garbage cans, dumpsters, and portable toilets along the route during the entire scheduled time of the event to accommodate the facility needs of race participants, thereby reasonably eliminating the trespassing on to private property for those purposes. Permittee will assure that those portable restrooms and waste management facilities are removed within 24 hours of the conclusion of this event unless otherwise noted in application materials.

12	If food is sold, Permittee shall comply with all applicable public health rules and requirements and obtain necessary permits. Contact information for Clatsop County Public Health is 503-325-8500.
13	Permittee will provide the Community Development Department with a single point of contact liaison for emergency services personnel and a continuous contact method for the liaison while the race is in progress in Clatsop County and until event sites and roads are cleared of participants and event staff after event concludes. That liaison shall be authorized to, or have immediate access to, persons authorized by Hood to Coast to immediately implement modification of these provisions or resolve problems..
14	No later than two weeks prior to the event, Hood to Coast will provide Clatsop County and the Sheriff with a public information and complaint number answered by Hood to Coast. This number shall be staffed by Hood to Coast personnel and shall be accessible during regular business hours for 5 days prior to the race, ten days after the race and 24 hours a day continually during the event of the Hood to Coast Relay Race. The phone number shall be toll free during the aforementioned time period. Clatsop County will refer citizens to this number if they have questions concerning this event, and Clatsop County or the Sheriff may include this number in public service announcements.
15	Permittee shall provide Community Development Department with a report within 60 days of the conclusion of the event, detailing the number of calls received, the caller's name and phone number, the caller's complaint, any immediate action taken to address the complaint, and any proposed action to address or mitigate the complaint in future events.
16	Permittee shall provide Community Development Department written notification of the route with county road names and a route map at least 60 days prior to the event. Route may not be changed without permission of the County Manager.
17	Permittee shall demonstrate a means of accessing the 9-1-1- emergency system at all points on the route, such as with a radio or satellite telephone.
18	For the County to consider issuing this permit in subsequent years, permittee must remit payment for costs incurred by the County and other affected public agencies as defined in CCC 12.12, to Clatsop County within thirty days of invoicing. County department and agency cost estimates for 2016 deposit request from Hood to Coast are \$19,100.00.
19	This permit shall be considered Null and Void if the number of teams exceeds the numbers provided on the approved application.
20	Permittee shall, two weeks prior to event, demonstrate to Clatsop County how it will provide for removal of all trash and debris deposited by participants along the route in a timely manner. It is the expectation of Clatsop County that all debris be picked up within 24 hours of the conclusion of this event. Within one week of the conclusion of the event the Sheriff and Public Works Director or their designees will inspect the entire race course located within Clatsop County. If the cleanliness of the route does not meet community standards the county will cause the clean-up to occur at the expense of Permittee.
21	Permittee agrees not to permanently paint or mark any arrows, indicators or any other forms of signage on or about the County roads and infrastructure. Temporary marking upon the road surface utilizing a substance such as chalk or similar material is permitted provided it does not appear sooner than two weeks prior to the event, and under normal conditions deteriorates to obscurity within seven to ten days after the event. Should this condition be violated, Permittee shall reimburse <u>Clatsop County Public Works</u> for all costs incurred for repairs and/or removal of signs and markings and other damages resulting from this event. These markings cannot bear any semblance to regulatory signs.

22	If Clatsop County Public Works issues any temporary access permit, certification must be provided certifying that Clatsop County roadway and appurtenant structures (e.g. culverts) will be left in an “as good as” condition after the event and agreeing that any reasonable repairs done by Clatsop County as a result of the event will be charged to the permittee. A written statement from the <u>Clatsop County Public Works</u> must be submitted indicating that this requirement has been met.
23	Permittee shall provide the Community Development Department with one (1) master race list no later than two weeks prior to the event. This list shall contain the assigned number and name of each participating team. This list may be duplicated by the County and distributed to any appropriate governmental agency. Permittee shall also furnish the Community Development Department with ten (10) information packets, each of which must contain the race course booklet and samples of each type of team vehicle identification used. These packets must also contain the names of race officials responsible for each checkpoint in Clatsop County.
24	Permittee shall provide written request for use of county property at least sixty days prior to the event.
25	County Sheriff may re-route or stop the event, and require the Permittee to clear the event area in the case of any emergency, significant law enforcement problem, or substantial threat to public safety rising from or affecting the event.
26	Permittee shall defend and hold harmless Clatsop County, the County’s officers, agents, employees and members from all claims, suits, or actions of any nature resulting from or arising out of activities of the Permittee or its subcontractors, agents, or employees under this permit.
27	<p>Permittee shall secure at Permittee’s expense, and shall keep in effect during the term of this permit, the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificate(s) required by this section that the State will be given not less than 30 days’ notice of any cancellation, material change, or intent not to renew such policy. The coverage shall be as follows:</p> <p>a. Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence, with a contractual liability to include all contracts involving the work to be performed under this permit.</p> <p>b. Automobile Liability insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.</p> <p>As evidence of the insurance coverage required by this permit, Permittee shall furnish to the County a certificate or certificates of insurance verifying all the foregoing coverages and naming the County as an additional insured.</p>
28	In the event of a change in the route due to unforeseen circumstances or emergency, Hood to Coast shall immediately contact the Clatsop County Official responsible.
29	The County official responsible shall be invited to attend all formal, organized Hood to Coast meetings with local officials at which issues affecting the county’s permit are discussed, excluding meetings with the City of Seaside regarding issues in the city’s jurisdiction.
30	Permittee shall provide updated tsunami evacuation and preparedness information to all race participants by including evacuation route maps and instructions for impacted areas in race and volunteer packets.

ATTACHMENT D

Special Events

Hood to Coast - Road Event Ordinance #2011-10
August 28, 2015

Process Date	Transaction	Amount	Balance	Accounting Receipt Date	Vendor #	PO#	Fund Info
10-12-15	Deposit Check #2934		\$ 19,400.00	08-17-15		D00598	215 78-0805
10-12-15	Olhey Walluski Rural Fire Protection District	4,100	(4,054.57) \$ 15,345.43	10-12-15	62379	PO01745	
10-12-15	Lewis & Clark Rural Fire Protection District	5,400	(5,312.10) \$ 10,033.33	10-12-15	62498	PO01744	
10-12-15	CCSO - Criminal, SAR, Reserves	4,800	(6,893.94) \$ 3,139.39	10-12-15		JE0356	001 2200 81-7072
10-12-15	CC Emergency Management	1,600	(1,542.06) \$ 1,597.33	10-12-15		JE0357	001 2750 81-8778
10-12-15	Clatsop County Community Development		\$ 1,597.33	10-12-15			001 2700 81-1404
10-12-15	Elsie Vinemapple RFPD #11	3,200	(3,150.00) \$ (1,552.67)	10-12-15	62033	PO01743	
10-12-15	Deposit Check #3151		\$ 1,552.67	10-09-15		D01334	
09-08-15	Mailed Accounting Request to Districts						
10-06-15	Mailed Invoice Request to Event Organizer						

2016 Deposit Estimate: \$19,100

Bart Catching

From: Bart Catching
Sent: Friday, June 24, 2016 11:01 AM
To: Tiffany Brown; Paul Williams; evrfpd@centurytel.net; Tanya Wammack (tanyaw@jewell.k12.or.us); Jeff Golightly; Fire Chief (olneyfire.fc@gmail.com); gearhartfd@cityofgearhart.com
Cc: Michael Summers; Steve Meshke; Matt Phillips; Thomas Manning
Subject: 2016 Hood to Coast reimbursement estimates

Hello all!

It's that time of year again and I'm putting together the large county road event permit for Hood to Coast. This year it is the weekend of August 27-28th.

Anyway, for the initial agency cost reimbursement deposit request I plan to use last year's final amounts from all of you and just round up to the nearest \$100. (E.g. if your amount was \$5,550 last year then I would estimate \$5,600 this year.) Obviously you will get reimbursed for your actual amount submitted after the event. This is just for the deposit from HTC.

Please just let me know (reply to this email is fine) if that works for your department/agency or if you'd like another amount used for this year's deposit request.

Thanks and have a good weekend.

(P.S. – I received the usual 10 copies of the race handbook from Felicia. If you want copies let me know. I don't need them.)

Bart A. Catching
Code Compliance Specialist
Clatsop County Community Development Dept.
800 Exchange Street, Suite 100
Astoria, OR 97103
(503) 325-8611

Beginning September 1, 2015, our office hours will be 7:30 AM to 4:00 PM, Monday-Friday.

Bart Catching

From: Fire Chief <olneyfire.fc@gmail.com>
Sent: Friday, June 24, 2016 11:33 AM
To: Bart Catching
Subject: Re: 2016 Hood to Coast reimbursement estimates

Bart,

I am okay with this. I would like a copy of the handbook.

Thank you

Ron Tyson
Fire Chief
Olney Walluski Fire & Rescue District
36116 River Point DR
P 503-325-5440

On Fri, Jun 24, 2016 at 11:00 AM, Bart Catching <bcatching@co.clatsop.or.us> wrote:

Hello all!

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Bart A. Catching

Bart Catching

From: Bill Eddy <gearhartfd@cityofgearhart.com>
Sent: Friday, June 24, 2016 11:49 AM
To: Bart Catching
Subject: RE: 2016 Hood to Coast reimbursement estimates

Bart,

Yet again Gearhart Fire does not accrue any extra costs associated with the Hood-to-Coast event.

I appreciate keeping us on the mailing list, you never know what might transpire "cost wise" in the coming years associated with this event.

Have a good weekend,

Thanks, Bill
Gearhart Fire

From: Bart Catching [<mailto:bcatching@co.clatsop.or.us>]
Sent: Friday, June 24, 2016 11:01 AM
To: Tiffany Brown; Paul Williams; evrfd@centurytel.net; Tanya Wammack (tanyaw@jewell.k12.or.us); Jeff Golightly; Fire Chief (olneyfire.fc@gmail.com); gearhartfd@cityofgearhart.com
Cc: Michael Summers; Steve Meshke; Matt Phillips; Thomas Manning
Subject: 2016 Hood to Coast reimbursement estimates

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Bart Catching

From: Hans <elsievm@gmail.com>
Sent: Friday, June 24, 2016 1:00 PM
To: Bart Catching
Subject: Re: 2016 Hood to Coast reimbursement estimates

That is good
Hans Mulder
Elsie-Vinemapple FD

On Jun 24, 2016, at 11:00 AM, Bart Catching <bcatching@co.clatsop.or.us> wrote:

Hello all!

It's that time of year again and I'm putting together the large county road event permit for Hood to Coast. This year it is the weekend of August 27-28th.

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This message has been prepared on resources owned by Clatsop County, Oregon. It is subject to the Internet and Online Services Use Policy and Procedures of Clatsop County.

Bart Catching

From: Matt Phillips
Sent: Sunday, June 26, 2016 9:30 AM
To: Bart Catching
Subject: RE: 2016 Hood to Coast reimbursement estimates

Bart,
\$4800 for Sheriff's SAR teams.

Matt

From: Bart Catching
Sent: Friday, June 24, 2016 11:01 AM
To: Tiffany Brown; Paul Williams; evrfd@centurytel.net; Tanya Wammack (tanyaw@jewell.k12.or.us); Jeff Golightly; Fire Chief (olneyfire.fc@gmail.com); gearhartfd@cityofgearhart.com
Cc: Michael Summers; Steve Meshke; Matt Phillips; Thomas Manning
Subject: 2016 Hood to Coast reimbursement estimates

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800 Exchange Street, Suite 100
Astoria, OR 97103
(503) 325-8611

Beginning September 1, 2015, our office hours will be 7:30 AM to 4:00 PM, Monday-Friday.

Bart Catching

From: Tanya Wammack <tanyaw@jewell.k12.or.us>
Sent: Monday, June 27, 2016 9:12 AM
To: Bart Catching
Subject: RE: 2016 Hood to Coast reimbursement estimates

Good Morning Bart!

Our bill will be exactly the same this year. I don't foresee any changes. I would love to have a race handbook if you still have them.

Have a great week!

Tanya Wammack



Fiscal Assistant
Jewell School District #8
503-755-2451 Ext 2478
tanyaw@jewell.k12.or.us

From: Bart Catching [<mailto:bcatching@co.clatsop.or.us>]
Sent: Friday, June 24, 2016 11:01 AM
To: Tiffany Brown; Paul Williams; evrfd@centurytel.net; Tanya Wammack; Jeff Golightly; Fire Chief (olneyfire.fc@gmail.com); gearhartfd@cityofgearhart.com
Cc: Michael Summers; Steve Meshke; Matt Phillips; Thomas Manning
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(P.S. – I received the usual 10 copies of the race handbook from Felicia. If you want copies let me know. I don't need them.)

Bart A. Catching

ATTACHMENT E

Chapter 12.12

COUNTY ROAD EVENTS

Sections:

- 12.12.010 Definitions.**
- 12.12.020 Permits.**
- 12.12.030 Application for permit.**
- 12.12.040 Issuance or denial of permit.**
- 12.12.050 Contents of permit.**
- 12.12.060 Review procedure.**
- 12.12.070 Large events.**
- 12.12.080 Termination or restriction of event.**
- 12.12.090 Hold harmless.**
- 12.12.100 Costs and expenses.**
- 12.12.110 Deposit.**
- 12.12.120 Compliance with laws.**
- 12.12.130 Conditions in permits.**
- 12.12.140 Penalty.**

12.12.010 Definitions.

“Administrator” means the County Manager or the County Manager’s designee.

“Bicycle tour” means any organized group of 50 or more bicycles upon any County road, for which directional signs or road markings and rest stops are provided, and for which registration is required.

“Board” means the Board of County Commissioners for Clatsop County.

“County road” means any County road, as defined in ORS 368.001(5), in Clatsop County. “County road” shall not include any road within the limits of any incorporated city in Clatsop County.

“County road event” means any parade, footrace, motorcade, walkathon, bicycle tour, events requiring extensive roadside parking, road rally, other significant road event or large event as defined in this section.

“Event requiring extensive roadside parking” means any scheduled or planned event which will result in more than 50 vehicles at any one time parking within the right-of-way of a County road.

“Large event” means any event involving more than 100 vehicles or bicycles or 400 pedestrian participants.

“Motorcade” means an organized procession containing 50 or more vehicles, except funeral processions, and military convoys upon any County road.

“Other significant road event” means any scheduled or planned event which requires a detour or road closure, partial or complete, or the use of pilot vehicles to guide traffic, which is expected to exceed 45 minutes of time, either for one period of time, or separate intervals of time which in the aggregate are expected to exceed 45 minutes of time. Road construction and maintenance, utility placement and maintenance, search and rescue activities, and response by law enforcement agencies, fire departments, ambulance companies or public works departments to criminal activities, fires, accidents, landslides, or other emergencies are not considered other significant road events under this chapter.

“Parade” means any march or procession consisting of people, animals or vehicles, or combination thereof, except funeral processions, upon any County road which does not comply with normal and usual traffic regulations or controls.

“Public agency” means any governmental entity included in ORS 190.410 that, prior to issuance of a County road event permit, asks the County to collect reimbursement for the costs incurred by that entity.

“Race” means an organized run of 100 or more participants who are at any one time upon any portion of a County road. Athletic competitions sponsored by a Clatsop County school district are not included within this definition.

“Road rally” means any organized contest of speed or of driving skills utilizing automobiles or motorized vehicles of any kind upon any County road.

“Sheriff” means the elected Sheriff of Clatsop County or the Sheriff’s designee.

“Walkathon” means any organized walk of 100 or more participants who are at any one time upon any portion of a County road, for which directional signs or road markings and rest stops are provided, and for which registration is required. (Ord. 11-10 § 3)

12.12.020 Permits.

- A. It shall be unlawful for any person to conduct a parade, race, walkathon, bicycle tour, motorcade, or any other public event in or upon any County road or knowingly participate in any such event unless and until a permit to conduct such event has been obtained from the Administrator, or, as hereinafter provided, from the Board.
- B. It shall be unlawful, and no permit shall be issued, to conduct any event after sunset and before sunrise involving pedestrian participants, unless the Administrator or the Board is assured that adequate steps have been taken to provide for the safety of the participants, spectators, and residents in the vicinity of the activity. (Ord. 11-10 § 3)

12.12.030 Application for permit.

Any person who wants to conduct a parade, race, motorcade, bicycle tour, walkathon, or other public event using County roads shall apply to the Administrator for a permit at least 60 days in advance of the date of the proposed event. The Administrator may at his or her discretion consider any application for a permit to conduct such an event which is filed less than 60 days prior to the date such parade, race, or motorcade is to be conducted. The application for such permit shall be made in writing on a form approved by the Administrator. In order that adequate arrangements may be made for the proper policing of the event, the application shall contain the following information:

- A. The name of the applicant, the sponsoring organization, the event chairperson and the addresses and telephone numbers of each.
- B. The purpose of the event, the date when it is proposed to be conducted, the location of the assembly area(s), route to be traveled and the approximate time when the event will assemble, start and terminate.
- C. An application fee of \$100.00, except that the application fee will be \$500.00 for over 100 vehicles or bicycles or 400 pedestrian participants.
- D. Such other information as the Administrator may deem reasonably necessary.

E. Any deposit required in Section 12.12.110. (Ord. 11-10 § 3)

12.12.040 Issuance or denial of permit.

- A. Standards for Issuance. The Administrator, or in the event of a large event, the Board, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit unless the Administrator or Board finds that:
1. The time, route and size of the parade, race, motorcade, walkathon, or bicycle tour 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 to other traffic.
 2. The event is of a size or nature that requires the diversion of too many County law enforcement officers, public works employees or other County personnel to properly control the event or that allowing the event would deny reasonable law enforcement or other emergency service protection to the citizens of the County.
 3. Such event will interfere with another event for which a permit has been issued.
 4. The County Public Works Director determines the event would damage County roads.
- B. Standards for Denial. The Administrator, or in the case of large events, the Board, shall deny an application for a County event permit and notify the applicant of such denial where:
1. The Administrator or Board makes any finding contrary to the findings required to be made for the issuance of a permit.
 2. The information contained in the application is found to be false or nonexistent in any material detail.
 3. The applicant refuses to agree to abide by or comply with all conditions of the permit. (Ord. 11-10 § 3)

12.12.050 Contents of permit.

- A. In each permit the Administrator, or in the case of large events, the Board, shall specify:
1. The assembly area and time therefor.
 2. The starting and ending time of the event.
 3. The minimum and maximum speeds.
 4. The route of the event.
 5. What portions of roads to be traversed may be occupied by such event.
 6. The number of persons required to monitor the event.
 7. The number and type of vehicles, if any.
 8. That the permit holder advise all participants in the event by written notice, of the terms and conditions of the permit, prior to the commencement of such County road event.
 9. Such other requirements as are found by the Administrator to be reasonably necessary for the protection of persons or property.
 10. The amount of deposit required as set forth in Section 12.12.110.
- B. All conditions of the permit shall be complied with so far as reasonably practicable. (Ord. 11-10 § 3)

12.12.060 Review procedure.

Approval or denial of an application made pursuant to Section 12.12.040(B) may be appealed to the Board. Said appeal must be in writing and received by the Board not later than 5:00 p.m. on the seventh calendar day after the date of the decision by the Administrator. The Board shall consider the appeal as soon as practicable after receipt of the appeal. Upon such appeal, the applicant and appellant shall have the right to be heard. The Board may reverse, affirm, or modify in any regard the determination of the Administrator. (Ord. 11-10 § 3)

12.12.070 Large events.

The permit of any event with more than 100 vehicles or bicycles or 400 participants shall be issued solely by the Board. (Ord. 11-10 § 3)

12.12.080 Termination or restriction of event.

- A. Any permit for a County road event issued pursuant to this chapter may be summarily revoked or amended by the Administrator prior to the commencement of the event, at any time when by reason of disaster, public calamity, riot or other emergency, it is determined that the safety of the public or property requires such revocation or amendment.
- B. If at any time during the County road event held under a valid permit, the Administrator or Sheriff, believes an unreasonable threat to the health, safety and welfare of the public is present, or the permit holder cannot maintain order and compliance with all applicable state and local laws or refuses or is unable to adhere to the terms and conditions of the permit, the Administrator or Sheriff may terminate the County road event or reduce the number of participants, or take any lawful action to remedy the unsafe condition. (Ord. 11-10 § 3)

12.12.090 Hold harmless.

Applicants shall agree in writing to assume the defense of and indemnify and save harmless the County and its commissioners, boards and officers, including the County Sheriff, employees and agents, from all suits, actions, damages or claims to which the County may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such County road event and the activities permitted in connection therewith. Applicants shall provide County with evidence of insurance with combined single limit policy amounts not less than the tort liability limits for local public bodies set forth in ORS 30.272 and 30.273. The County shall be named as an additional insured. The Administrator may waive proof of insurance if circumstances warrant for County road events other than large events. Applicants shall also agree to indemnify, defend, save and hold harmless any public agency providing services to the County road event. (Ord. 11-10 § 3)

12.12.100 Costs and expenses.

Applicants shall pay to the County the cost of County personnel and personnel from other public agencies who are required by the County to work or perform duties during or as a result of County road events, and all other costs incurred by County and other public agencies including but not limited to trash removal, road repairs, policing, fire protection, medical assistance and medical standby, administrative costs, and manning of barricades. Applicants shall deposit with the County, as described in Section 12.12.110, a sum in an

amount required by the Administrator or Board for the purpose of covering costs to the County. (Ord. 11-10 § 3)

12.12.110 Deposit.

Applicant shall provide a deposit to the County not less than 15 days prior to the event in an amount set by the Administrator or in the case of a large event, the Board. The deposit shall be in cash or by certified check. Applicant shall not be entitled to interest on funds deposited. The costs and expenses County and other public agencies incur before, during, after, or as a result of the event, including any costs associated with enforcing the conditions of applicant's permit, shall be deducted from the deposit. If the costs and expenses incurred by the County and other public agencies exceed the amount of the deposit, the Administrator shall bill the permit holder and the permit holder shall pay the bill for such additional costs and expenses within 90 days after the County road event. If the deposit exceeds the amount of the costs and expenses incurred by the County and other public agencies, the remaining balance shall be refunded to the applicant within 30 days of the County road event. (Ord. 11-10 § 3)

12.12.120 Compliance with laws.

Issuance of a permit under this chapter shall not relieve applicant of the responsibility to comply with all applicable ordinances and laws, and obtain all other required permits and licenses necessary for an event. (Ord. 11-10 § 3)

12.12.130 Conditions in permits.

Any permit granted under this chapter may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic and the public health, safety, tranquility and welfare including but not limited to changes in time, duration and number of participants. (Ord. 11-10 § 3)

12.12.140 Penalty.

Any person who violates any provision of this chapter or who willfully violates the terms of the permit, shall be guilty of a Class A violation under Chapter 1.11. (Ord. 11-10 § 3)

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Large County Road Event Application for Bicycle Rides Northwest Bike Tour

Category: Consent Agenda

Prepared By: Bart Catching, Planner – Community Development Department

Presented By: Bart Catching, Community Development

Issue before the Commission: Whether to approve the Large County Road Event Permit for Bicycle Rides Northwest Bike Tour, and if approved, determine permit conditions and deposit.

Informational Summary: Bicycle Rides Northwest, Inc. seeks conditional approval for a portion of their 2016 recreational bike tour to travel through Clatsop County. The event is a non-competitive bicycle tour held annually since 2001 at various locations in the Pacific Northwest and in Oregon. Although previous rides have included coastal destinations, this is the first to reach the north coast.

The County Road Event Ordinance, Clatsop County Code (CCC) Chapter 12.12. (**Attachment D**) requires a road event permit for bicycle tours with 50 or more riders. Applicant estimates 300 riders maximum for the event. Because there will be over 100 cyclists on County roads at any one time, this is a “large” County Road Event per CCC 12.12.010, and must be approved by the Board. The application proposes five support vans, two cargo trucks, and 35 event staff for the event. See **Attachment A** for applicant’s detailed event description.

Stan Nowakowski and Sanna Finney of Bike Rides Northwest, Inc. submitted a timely event application (**Attachment A**) with the \$500 non-refundable fee. Applicant’s certificate of insurance is also submitted. Several conditions, including signage and trash removal cannot be fulfilled until the event occurs. Staff will monitor ongoing fulfillment of conditions at appropriate times and work with the Sheriff’s Office and Public works to assure compliance before, during, and after the event.

The 2016 ride is a multi-day event and will occur during daylight hours only. However, the only days with significant presence in unincorporated Clatsop County would be Friday August 5th and Saturday, August 6th. The ride will begin on July 31st, in the city of Astoria but immediately cross the Columbia River to the Washington side, only touching briefly in Clatsop County as the riders take the Westport Ferry, ending the day in Clatskanie. The ride would not impact Clatsop County again until August 5th (Day 6) when the route passes north from Nehalem on Hwy 53 to Hwy 26 and Hwy 103, ending the day at Jewell. The final day of the ride is August 6th (Day 7) where the route would follow Hwy 202 to

the Olney Cut-Off, then Youngs River Road, Lewis and Clark Road, and Hwy 101 Bus., concluding in Astoria. See **Attachment B** for the relevant ride course overview maps and detailed route descriptions.

The recommended conditions of approval are included here as **Attachment C** and are substantively identical to the 2015 approved conditions for the Harrington Foundation's Bridges to Breakers bike ride from the past several years. Although Bridges to Breakers will not occur this year, staff finds the Bike Rides NW event to be very similar in size, duration, and impact and thus similar conditions should apply. Based on the complete application materials, timely and professional responses of the applicant, and obvious multi-year experience of Bike Rides NW, Inc. conducting rides all around Oregon, staff recommends approval of the application with the recommended conditions.

Fiscal Impact: The applicant submitted the non-refundable \$500 fee for a "large" County Road Event with the application required by CCC12.12.030. Per CCC 12.12.110, the Board of Commissioners sets the application deposit. 12.12.100 and 12.12.110 require road event permittees to reimburse County and other local agencies for reasonable costs incurred from the event. Based on previous similar events, staff estimates no additional county staff costs for this permit. Community Development staff administrative costs for processing the permit are estimated to be covered by the \$500 non-refundable fee already received. Therefore, no additional deposit is requested from the applicant at this time. However, the County has the right to seek reimbursement for any additional costs incurred by the County or the affected Rural Fire Protection Districts from additional event administration.

Options to Consider:

1. Approve application as submitted, with recommended conditions and no additional deposit.
2. Approve application, subject to modified conditions or deposit.
3. Do not approve the application.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the Large County Road Event Permit for the Bicycle Rides Northwest 2016 Tour, subject to the conditions and deposit recommended by staff."*

Attachment List:

- A. Application
- B. Route Overview Maps and route leg descriptions
- C. Recommended Conditions of Approval
- D. County Road Event Ordinance CCC 12.12

ATTACHMENT A



**APPLICATION FOR
COUNTY ROAD EVENT PERMIT**

RECEIVED
Clatsop County

**ALL APPLICATIONS MUST BE FILED AT LEAST
60 DAYS PRIOR TO EVENT FEB 29 2016**

Land Use Planning

Clatsop County Ordinance No. 2011-10, attached, defines a "County Road Event" as any parade, footrace, motorcade, walkathon, bicycle tour, events requiring extensive roadside parking, road rally, other significant road event or "large event," defined as involving more than 100 vehicles or bicycles or 400 pedestrian participants.

APPLICANT: Stan Nowakowski Phone: 541 325 6090
If a corporation, the name, address and telephone number of individual(s) representing and acting as point of contact and permit holder.

Address: PO Box 682, Bend, OR 97709 Email: stan@bicycleridesnw.org

SPONSORING ORGANIZATION: Bicycle Rides Northwest Phone: 541 325 6090
If a corporation, the name, address and telephone number of individual(s) representing and acting as point of contact and permit holder.

Address: PO Box 682, Bend, OR 97709 Email: stan@bicycleridesnw.org

EVENT CHAIRPERSON: Sanna Phinney Phone: 541 410 1031

Address: PO Box 682, Bend, OR 97709 Email: sanna@bicycleridesnw.org

PURPOSE OF EVENT: One week fully supported bicycle tour around Northwest Oregon. The tour starts and

finishes in Astoria with day 1 traveling into Washington and days 6 & 7 riding up from Nehalem to Jewell to Astoria.

Date(s) of event: July 31 short ride into Washington, August 5 Nehalem to Jewell and August 6 Jewell to Astoria

Location of assembly area: Astoria and Jewell

Route to be traveled: Maps attached
Attach map or route on separate sheet of paper if necessary.

Approximate times event will:

Assemble: 6:30 am Start: 7 am Terminate: 4 pm

Estimated Attendance: 300 Number of vehicles (if any): 5 support vans and 2 cargo trucks

Number of persons monitoring event: 35 Fire District(s) where the event is held or passes through:

Astoria Fire Dept., Nehalem Fire Dept., other rural fire departments

Deposit: \$500 (\$100. Over 100 vehicles or 400 pedestrian participants: \$500)

The information contained in this application is in all respects true, complete, and correct to the best of my knowledge, and I acknowledge I must obtain any other permits necessary from other jurisdictions impacted by this event.

Applicant's Signature: *Stan* Date: Feb. 12, 2016
(or notarized letter)

BICYCLE RIDES NORTHWEST

PO Box 682
Bend OR 97709



To Bart Catching, Clatsop County Community Development,

Here is information about our organization and the ride for Oregon/Washington 2016. Attached are maps with route information. On the first day, we will ride to Washington State, leaving Clatsop County early in the morning. On Day 6, we ride from Tillamook to Nehalem and then on to Jewell for the evening. On Day 7, our last day, we ride from Jewell back to Astoria. Maps with rider directions are attached.

Who We Are: Bicycle Rides Northwest (BRNW) is a non-profit organization and we provide annually two 7-day bicycle tours for up to 300 bicycle riders (each ride) in the states of Oregon, Washington, Idaho, California and Montana. We move our rides around these Pacific Northwest states in order to showcase new areas to our riders. To help you understand our organization a bit better, please visit our website: www.bicycleridesnw.org.

Non-Profit: We are a 501(c)(7) organization and we mainly support children bicycle advocacy programs, such as the 'Safe Kids Coalition' and 'Safe Routes to School'.

The Route and Ride Dates: The ride will be held July 31 to August 6, 2016 and we plan for at least 250 cyclists for this tour. We will begin and end in Astoria and travel to the following locations for overnight stays:

- Sat., July 30 – riders meet in Astoria
- Sun., July 31 – Astoria to Clatskanie through Washington State
- Mon., August 1 – Clatskanie to Vernonia
- Tues., August 2 – Vernonia to Carlton
- Wed., August 3 – Carlton loop
- Thurs., August 4 – Carlton to Tillamook
- Fri., August 5 – Tillamook to Jewell
- Sat., August 6 – Jewell to Astoria

Our Participants: The average age of our group of cyclists is about 58 years. We are a very mellow group made up of professionals including doctors, attorneys, and teachers who are usually ready to go to bed when the sun goes down.

Our Request & Needs: Our event is mostly self-contained. We bring our own shower truck, portable toilets, and caterer. All we need is space for our vehicles and room to pitch our tents. Camping arrangements have already been made in each of the communities. We have requested permits from the Oregon Department of Transportation, the US Forest Service and the US Bureau of Land Management. We follow other permitting requirements according to each jurisdiction.

Daily Rides: We do not stop traffic or block traffic for our riders. Accordingly, we do not have flaggers, course officials or course marshals. We do, however, place signs along our route each day. We place 4'X4' diamond shaped portable signs notifying traffic of "Bicycles on Road". In addition, we use temporary spray chalk marks on the road as directional pavement markings

to notify our riders of a turn. To augment the road marks, we use 8½" X 11" portable signs that we place on orange cones beside the road.

Because we do not stop or block traffic, we remind our riders daily that they are personally responsible for following all rules of the road as they pertain to bicyclists riding on public streets, roads or highways. We advise our riders to never ride two abreast.

We provide 5 SAG vehicles that patrol the route to provide assistance to any of our riders in need. These SAG vehicles are passenger cars and are part of the ordinary traffic on the roads for the day. When stopping to provide assistance to a rider, the SAG vehicles get as far off of the road as possible and keep the cyclists being assisted off of the roadway as well. Each SAG vehicle has a "Bicycle on Roadway" sign on the rear door.

Our SAG drivers wear safety vests while assisting our cyclists.

Our non-SAG support vehicles (baggage trucks, shower truck, port-o-potty truck and trailer, and catering trucks) are directed to alternative routes if possible from camp to camp and will be part of the normal traffic on the roads at the time.

Our riders generally depart camp between 6:30 and 7:00 in the morning. They ride at different rates and, accordingly, are scattered over many miles along the route.

Our 5 SAG drivers, event director, crew director and rest stop operators have satellite phones, in addition to their cell phones, to assure communication capability. These same people and other members of the crew are First Aid/CPR/AED certified. There is an AED and head board carried in the middle SAG vehicle. In the event of a medical emergency, the people on the scene call 911. For all other medical situations event staff transport the person in need to the nearest immediate medical care facility.

We provide two rest stops for our riders each day, except on short-ride days when we only provide one. We look for locations that allow us to set up the rest stop well off of the road with room to park two medium size U-Hauls (one carries food and the other is for the bicycle mechanics) and a trailer with port-a-potties. These locations also have room to erect two canopies (approximately 12' X 12' under which the snacks are served) and allow our riders to park their bikes safely off of the road to take a break and have a snack.

I believe this covers it. If you need additional information, or have any questions, please call me at 541-325-6090 or e-mail me at stan@bicycleridesnw.org. If you need to mail anything, my address is: 150 SE 16th St., Madras, OR 97741.

Thank you for your help.

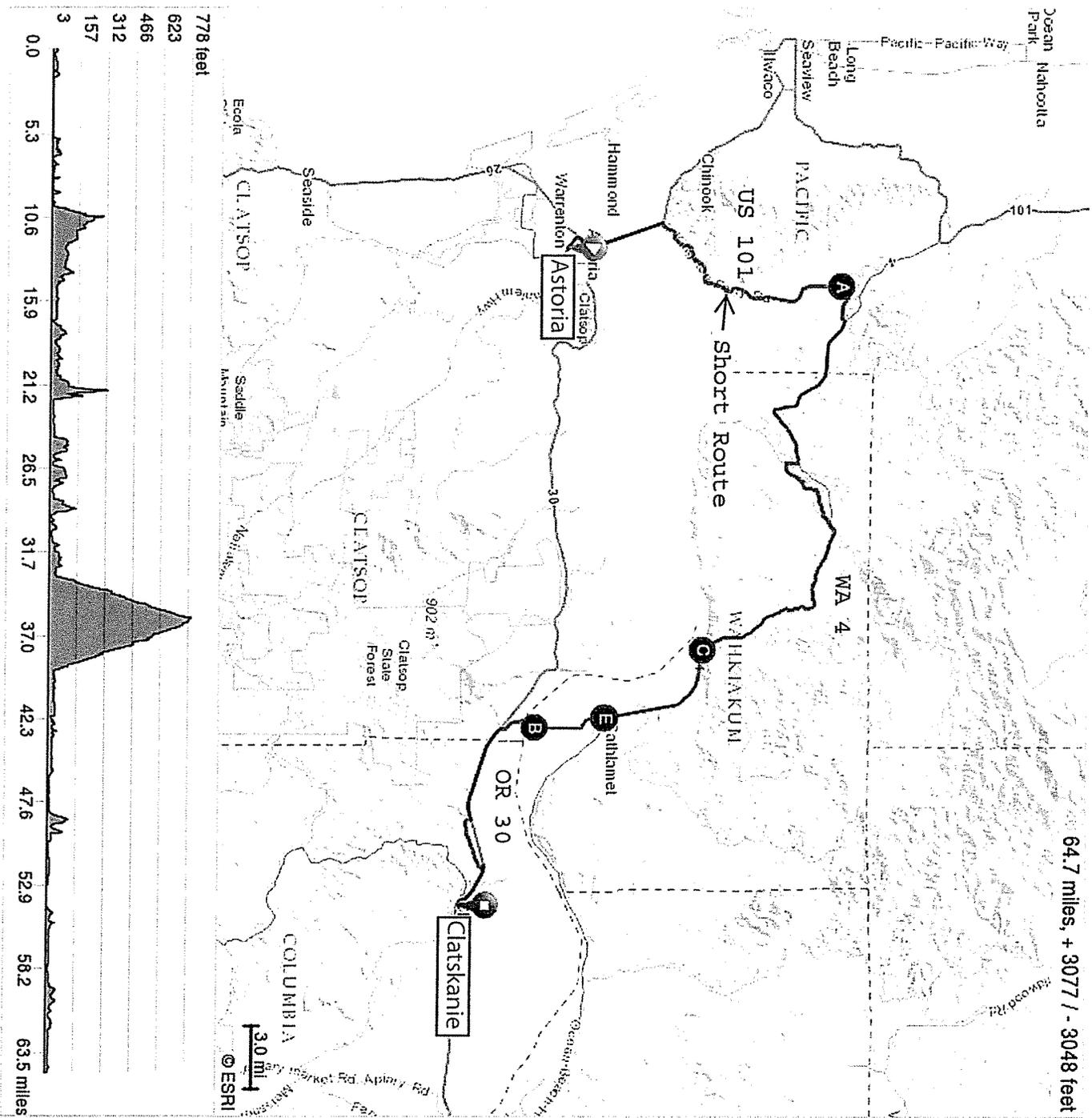
Stan

Stan Nowakowski
Bicycle Rides Northwest
Oregon Bicycle Ride | Washington Bicycle Ride
541-325-6090
stan@bicycleridesnw.org
www.bicycleridesnw.org

ATTACHMENT B

2016 OBR Day 1 - Astoria to Clatskanie

64.7 miles, + 3077 / - 3048 feet



- A. Rest Stop - Naselle ?
- B. Ferry - mile 52
- C. Skamokawa General Store
- D. Museum
- E. Rest Stop - Strong Park (mile 49)



0.0	▶	Start of route	0.1
0.1	→	Exit school turning R onto Marine Dr	0.7
0.7	→	R onto Florence Ave	0.0
0.7	←	L onto Taylor Ave	0.2
1.0	→	R onto W Marine Dr	0.2
1.1	←	Shift to L lane before the traffic light	0.2
1.3	←	L onto US-101 N (signs for Ilwaco/Long Beach)	4.3
5.5	→	R onto WA-401 N (signs for Raymond/Longview)	9.2
14.8	→	R onto Knappton Rd	1.8
16.6	☪	Rest Stop - Naselle	0.1
16.7	→	R onto S Valley Rd	1.9
18.7	→	R onto WA-4 E	8.8
27.5	→	R onto Altoona-Pillar Rock Rd	0.6
28.0	←	L onto Barr Rd	2.6
30.7	→	R onto Loop Rd	1.1

30.7 miles. +1633/-1646 feet

59.3	→	R onto Schroeder Rd	0.2
59.5	←	L onto Colvin Rd	2.7
62.2	→	R onto U.S. 30 E	2.2
64.4	←	L onto N Nehalem St	0.1
64.5	→	R onto Lillich St	0.0
64.6	→	Lillich St turns R and becomes NE Conyers St	0.0
64.6	←	L onto Park St	0.1
64.7	▶	End of route	0.0

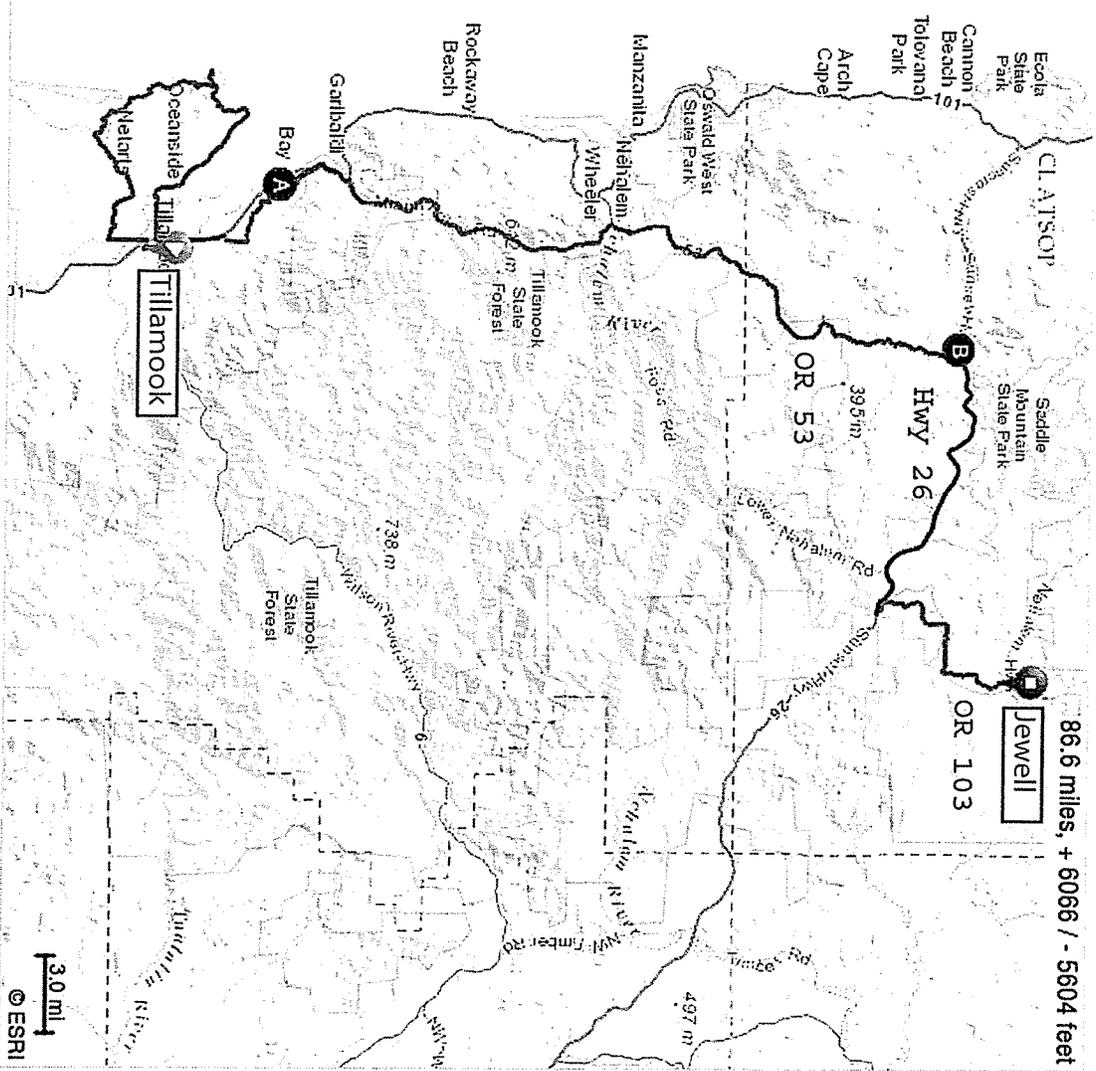
5.6 miles. +98/-136 feet

31.8	→	Slight R to stay on Loop Rd	0.1
31.9	→	Covered bridge on R	0.2
32.1	→	R onto WA-4 E	10.4
42.6	☪	Skamokawa General Store	6.4
48.9	→	R onto Una Ave	0.2
49.1	↑	Continue onto Division St	0.1
49.2	☪	Rest Stop - Strong Park	0.0
49.2	←	Division St turns L and becomes River St	0.0
49.2	▶	Wahkiakum Museum	0.1
49.3	→	R onto Front St	3.6
52.9	↑	Cathlamet - Westport ferry to Clatskanie	1.4
54.3	↑	Continue straight onto Westport Ferry Rd	0.4
54.7	←	L onto U.S. 30 E	4.5
59.2	→	Slight R to stay on U.S. 30 E	0.2

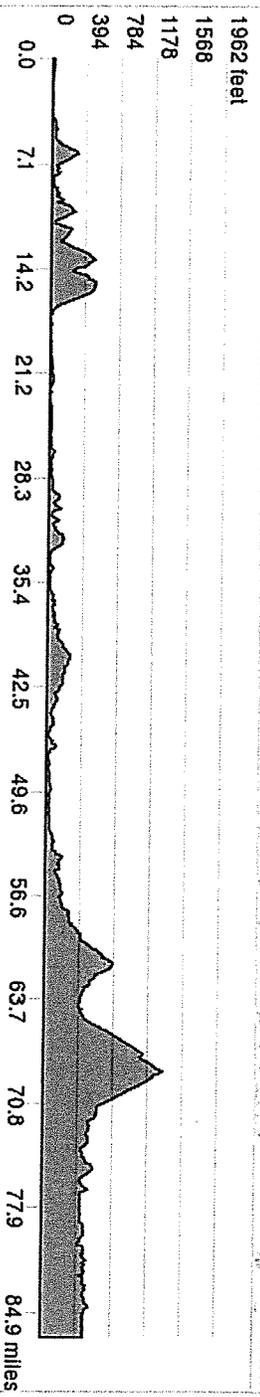
28.5 miles. +1159/-1192 feet

2016 OBR Day 6 - Tillamook to Jewell Long

86.6 miles, + 6066 / - 5604 feet



- A. Bay City
- B. RS? Necanicum River



0.0	▶	Start of route	0.1
0.1	→	R onto Miller Ave	0.1
0.1	←	L onto 11th St	0.3
0.5	←	L onto Ivy Ave	0.1
0.5	←	L onto 12th St	0.0
0.5	→	R onto Tillamook River Rd	1.4
1.9	→	R onto Burton-Fraser Rd	2.2
4.1	←	L onto OR-131 W	2.3
6.4	←	Slight L onto Whiskey Creek Rd	0.6
7.0	→	R onto Old Netarts Hwy W	0.8
7.8	←	L onto Bilyeu Ave W	0.2
8.0	→	R onto Netarts Bay Dr	0.6
8.6	←	L onto OR-131 W/Netarts Hwy W (signs for Oceanside)	2.4

8.6 miles. +458/-437 feet

26.6	→	Slight R	0.1
26.7	↑	Continue onto Alderbrook Rd	1.0
27.7	←	Slight L to stay on Alderbrook Rd	0.8
28.4	▶	Entering Idaville	0.4
28.8	→	R onto Vaughn Rd	0.6
29.4	▶	Entering Bay City	0.0
29.4	→	R onto Bewley St	0.3
29.7	←	L onto Tillamook Ave	0.5
30.2	→	R onto 9th St	0.2
30.4	←	L onto Portland Ave	0.2
30.6	→	R to stay on 5th St	0.1
30.7	↑	Bay City	0.4
31.1	←	L onto Hobsonville Point Rd	2.3
33.4	→	R onto US-101 N	0.7
34.2	→	R onto Miami Foley Rd/Miami River Rd (signs for Foley Creek)	12.6

10.0 miles. +487/-507 feet

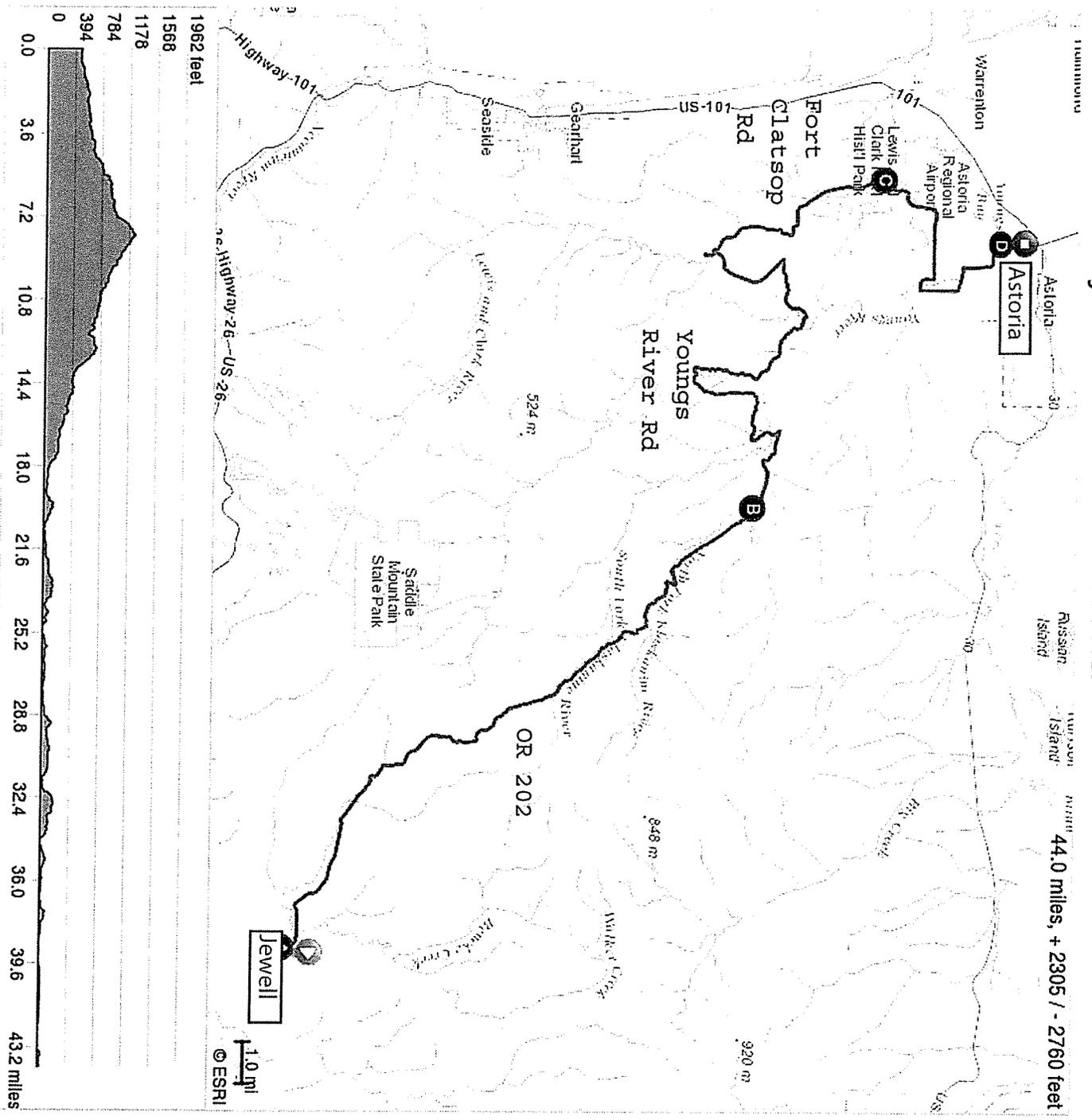
11.0	→	Slight R onto Cape Meares Loop (signs for 3 Capes Scenic Route/Cape Meares State Park/Octopus Tree/Cape Meares)	1.2
12.2	↑	Continue onto Bayshore Dr	1.3
13.5	←	L onto Cape Meares Lighthouse Dr	0.6
14.1	→	Slight R	0.3
14.4	→	R onto Cape Meares Lighthouse Dr	0.1
14.5	→	R to stay on Cape Meares Lighthouse Dr	7.8
22.3	←	L onto OR-131 E (signs for Tillamook)	0.9
23.2	▶	Entering Tillamook	0.8
24.0	←	L onto Stillwell Ave	0.1
24.1	→	R onto 1st St	0.1
24.2	←	L onto Main Ave	2.4

15.6 miles. +1020/-1077 feet

46.8	→	R onto OR-53 N	17.4
64.1	⚡	RS? gravel area before	0.1
64.2	→	R onto US-26 E	4.4
68.6	□	Summit	8.0
76.7	→	R onto OR-103 N	0.1
76.8	▶	Pass under Hwy 26 on Hwy 103	8.3
85.1	←	L into Jewell School	1.5
86.6	▶	End of route	0.0

52.4 miles. +2919/-2469 feet

2016 OBR Day 7 - Jewell to Astoria



- A. Jewell
- B. Rest Stop ?
- C. Fort Clatsop
- D. Astoria



0.0	▶	Start of route	0.0
0.0	←	Exit school turning L onto Fishhawk Falls Hwy	0.5
0.6	←	L onto State Hwy 202 N (signs for Olney/Astoria)	7.4
8.0	□	Tidewater Summit	9.9
17.9	☪	Rest Stop - Klaskanine Salmon Hatchery?	2.1
19.9	☪	Rest Stop - church?	0.2
20.1	←	L onto Youngs River Rd	0.7
20.8	→	R to stay on Youngs River Rd	6.9
27.7	←	L onto Tucker Creek Ln	1.7
29.4	←	L onto Logan Rd	2.5
31.9	→	R onto Lewis and Clark Rd	2.5
34.4	←	Lewis and Clark Rd turns slightly L and becomes Fort Clatsop Rd	0.7
35.0	→	Slight R to stay on Fort Clatsop Rd	2.5

35.0 miles. +2084/-2488 feet

37.5	→	Fort Clatsop	0.6
38.1	→	R onto US-101 Business	1.3
39.4	▶	Entering Miles Crossing	0.9
40.3	↑	Continue onto Youngs River Rd	0.7
41.0	←	L onto Wireless Rd	1.6
42.7	→	R onto US-101 Business	1.3
44.0	→	R into Tillamook High School	0.0
44.0	▶	End of route	0.0

9.0 miles. +71/-112 feet

ATTACHMENT C

Bicycle Rides Northwest 2016 Conditions of Approval

1	<p>Permittee shall defend and hold harmless Clatsop County, the County's officers, agents, employees and members from all claims, suits, or actions of any nature resulting from or arising out of activities of the Permittee or its subcontractors, agents, or employees under this permit. In the event a lawsuit of any kind is instituted on behalf of the County to collect payment due or to obtain performance of any kind under this permit, Permittee shall pay such additional sums the court may adjudge for reasonable attorney's fees plus all costs and disbursements at trial and on any appeal.</p>
2	<p>Permittee shall secure at Permittee's expense, and shall keep in effect during the term of this permit, the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificate(s) required by this section that the State will be given not less than 30 days' notice of any cancellation, material change, or intent not to renew such policy. The coverage shall be as follows:</p> <p>a. Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence, with a contractual liability to include all contracts involving the work to be performed under this permit.</p> <p>b. Automobile Liability insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.</p> <p>As evidence of the insurance coverage required by this permit, Permittee shall furnish to the County a certificate or certificates of insurance verifying all the foregoing coverages and naming the County as an additional insured.</p>
3	<p>The permittee shall reimburse the Clatsop County Sheriff's office, Public Works Department and Public Health Department for actual expenses incurred for deploying personnel and for actual costs of mutual assistance, to include all law enforcement, fire/rescue, emergency medical service and search and rescue response. Furthermore, the permittee shall reimburse the Sheriff's Office for deploying Search and Rescue resources at the current reserve deputy hourly rate of pay. The permittee shall reimburse the Clatsop County Sheriff's office and Clatsop County Public works for all material services costs to include fuel/mileage, food and water and all other consumables and for actual expenses incurred if additional resources are needed. Overtime will be determined by county policy and collective bargaining agreement rules. Rate will be determined as actual cost, to include personnel costs and material and services costs.</p>
4	<p>Permittee must remit payment for costs incurred by the County, to Clatsop County within thirty days of invoicing. County cost estimates are not expected to exceed the required fee. (Community Development Department only; amount does not include potential costs to County agencies or local fire districts.)</p>
5	<p>Permittee will provide the Community Development Department with a liaison to act as a single point of contact for emergency services personnel and a continual method of contacting that liaison at all times that the event is in progress in Clatsop County, until the event sites and roads are cleared of participants and event staff after the event concludes. That liaison shall be authorized to, or have immediate access to, persons authorized by Permittee to immediately implement modification of these provisions or resolve problems.</p>
6	<p>No later than two weeks prior to the event, Permittee will provide Clatsop County and the Sheriff with a public information and complaint number answered by Permittee. This number shall be staffed by Permittee personnel and shall be accessible during regular business hours for 5 days prior to the event,</p>

	<p>five days after the event and 24 hours a day continually during the event. Clatsop County will refer citizens to this number if they have questions concerning this event, and Clatsop County or the Sheriff may include this number in public service announcements. The number need not be toll-free, but callers shall be offered reimbursement for any call charges incurred.</p>
7	<p>Permittee shall demonstrate a means of accessing the 9-1-1- emergency system at all points on the route, such as with a radio or satellite telephone.</p>
8	<p>Permittee shall provide a written statement of approval from an <u>Emergency Medical Facilities Provider</u> with jurisdiction for emergency medical services along the permitted route.</p>
9	<p>Permittee shall provide all event participants, employees, and volunteers with physical copies of or digital links to the most recent Oregon Department of Geology and Mineral Industries Tsunami Evacuation Brochures for any inundation zone where the event will take place or event participants will gather.</p>
10	<p>Permittee shall provide waste management and sufficient sanitary facilities appropriate for the event. This includes garbage cans, dumpsters, and portable toilets along the route during the entire scheduled time of the event to accommodate the facility needs of event participants, thereby reasonably eliminating the trespassing on to private property for those purposes. Permittee will assure that those portable restrooms and waste management facilities are removed within 48 hours of the conclusion of this event.</p>
11	<p>Permittee shall, at least two weeks prior to event, demonstrate to Clatsop County how it will provide for removal of all trash and debris deposited by participants along the route within a timely manner. It is the expectation of Clatsop County that all debris be picked up within 48 hours of the conclusion of this event. At the conclusion of the event the Sheriff and Public Works Director or their designees will inspect the entire event course located within Clatsop County. If the cleanliness of the route does not meet community standards the county will cause the clean-up to occur at the expense of Permittee.</p>
12	<p>If food is sold, Permittee shall comply with all applicable public health rules and requirements and obtain necessary permits. Clatsop County Public Health contact phone number is 503-325-8500.</p>
13	<p>All signs are subject to the Clatsop County sign ordinance.</p>
14	<p>Permittee will provide appropriate notification in the form of directional signage at every major intersection, and temporary signage at or near major intersections along the route to remind motorists that participants are ahead in the right of way.</p>
15	<p>Permittee agrees not to permanently paint or mark any arrows, indicators or any other forms of signage on or about the County roads and infrastructure. Temporary marking upon the road surface utilizing a substance such as chalk or similar material is permitted provided it does not appear sooner than the day before the event and under normal conditions deteriorates to obscurity the day after the event. Should this condition be violated, Permittee shall reimburse <u>Clatsop County Public Works</u> for all costs incurred for repairs and/or removal of signs and markings and other damages resulting from this event. These markings cannot bear any semblance to regulatory signs.</p>
16	<p>Permittee shall provide personnel and staffing sufficient to safely and effectively manage the event. This should include staffing for rest stops, security, waste management, etc. Personnel shall include licensed medical staff to render first aid if necessary.</p>
17	<p>Course volunteers shall wear reflective vests at all times they are in the right-of-way.</p>

18	The event participants' travel on count public roads and shall take place only during daylight hours.
19	Permittee will remind all participants to obey all traffic laws and travel single file on the shoulder of the roads where possible. Permittee will direct participants NOT to travel in the traffic lane of any road unless necessary and to obey all traffic rules when doing so.
20	Each participant shall at all times while traveling on public roads in Clatsop County wear clothing or display a bicycle badge/label showing them as a participant of the event or in the alternative carry documentation of event participation which shall be presented to public officials upon request
21	This permit shall be considered Null and Void if the number of participants exceeds the estimate provided on the approved application.
22	County Sheriff may re-route or stop the event, and require the Permittee to clear the event area in the case of any emergency, significant law enforcement problem, or substantial threat to public safety rising from or affecting the event. The designated route may not be changed without the Sheriff's permission.

ATTACHMENT D

Chapter 12.12

COUNTY ROAD EVENTS

Sections:

- 12.12.010 Definitions.**
- 12.12.020 Permits.**
- 12.12.030 Application for permit.**
- 12.12.040 Issuance or denial of permit.**
- 12.12.050 Contents of permit.**
- 12.12.060 Review procedure.**
- 12.12.070 Large events.**
- 12.12.080 Termination or restriction of event.**
- 12.12.090 Hold harmless.**
- 12.12.100 Costs and expenses.**
- 12.12.110 Deposit.**
- 12.12.120 Compliance with laws.**
- 12.12.130 Conditions in permits.**
- 12.12.140 Penalty.**

12.12.010 Definitions.

“Administrator” means the County Manager or the County Manager’s designee.

“Bicycle tour” means any organized group of 50 or more bicycles upon any County road, for which directional signs or road markings and rest stops are provided, and for which registration is required.

“Board” means the Board of County Commissioners for Clatsop County.

“County road” means any County road, as defined in ORS 368.001(5), in Clatsop County. “County road” shall not include any road within the limits of any incorporated city in Clatsop County.

“County road event” means any parade, footrace, motorcade, walkathon, bicycle tour, events requiring extensive roadside parking, road rally, other significant road event or large event as defined in this section.

“Event requiring extensive roadside parking” means any scheduled or planned event which will result in more than 50 vehicles at any one time parking within the right-of-way of a County road.

“Large event” means any event involving more than 100 vehicles or bicycles or 400 pedestrian participants.

“Motorcade” means an organized procession containing 50 or more vehicles, except funeral processions, and military convoys upon any County road.

“Other significant road event” means any scheduled or planned event which requires a detour or road closure, partial or complete, or the use of pilot vehicles to guide traffic, which is expected to exceed 45 minutes of time, either for one period of time, or separate intervals of time which in the aggregate are expected to exceed 45 minutes of time. Road construction and maintenance, utility placement and maintenance, search and rescue activities, and response by law enforcement agencies, fire departments, ambulance companies or public works departments to criminal activities, fires, accidents, landslides, or other emergencies are not considered other significant road events under this chapter.

“Parade” means any march or procession consisting of people, animals or vehicles, or combination thereof, except funeral processions, upon any County road which does not comply with normal and usual traffic regulations or controls.

“Public agency” means any governmental entity included in ORS 190.410 that, prior to issuance of a County road event permit, asks the County to collect reimbursement for the costs incurred by that entity.

“Race” means an organized run of 100 or more participants who are at any one time upon any portion of a County road. Athletic competitions sponsored by a Clatsop County school district are not included within this definition.

“Road rally” means any organized contest of speed or of driving skills utilizing automobiles or motorized vehicles of any kind upon any County road.

“Sheriff” means the elected Sheriff of Clatsop County or the Sheriff’s designee.

“Walkathon” means any organized walk of 100 or more participants who are at any one time upon any portion of a County road, for which directional signs or road markings and rest stops are provided, and for which registration is required. (Ord. 11-10 § 3)

12.12.020 Permits.

- A. It shall be unlawful for any person to conduct a parade, race, walkathon, bicycle tour, motorcade, or any other public event in or upon any County road or knowingly participate in any such event unless and until a permit to conduct such event has been obtained from the Administrator, or, as hereinafter provided, from the Board.
- B. It shall be unlawful, and no permit shall be issued, to conduct any event after sunset and before sunrise involving pedestrian participants, unless the Administrator or the Board is assured that adequate steps have been taken to provide for the safety of the participants, spectators, and residents in the vicinity of the activity. (Ord. 11-10 § 3)

12.12.030 Application for permit.

Any person who wants to conduct a parade, race, motorcade, bicycle tour, walkathon, or other public event using County roads shall apply to the Administrator for a permit at least 60 days in advance of the date of the proposed event. The Administrator may at his or her discretion consider any application for a permit to conduct such an event which is filed less than 60 days prior to the date such parade, race, or motorcade is to be conducted. The application for such permit shall be made in writing on a form approved by the Administrator. In order that adequate arrangements may be made for the proper policing of the event, the application shall contain the following information:

- A. The name of the applicant, the sponsoring organization, the event chairperson and the addresses and telephone numbers of each.
- B. The purpose of the event, the date when it is proposed to be conducted, the location of the assembly area(s), route to be traveled and the approximate time when the event will assemble, start and terminate.
- C. An application fee of \$100.00, except that the application fee will be \$500.00 for over 100 vehicles or bicycles or 400 pedestrian participants.
- D. Such other information as the Administrator may deem reasonably necessary.

12.12.040

E. Any deposit required in Section 12.12.110. (Ord. 11-10 § 3)

12.12.040 Issuance or denial of permit.

- A. Standards for Issuance. The Administrator, or in the event of a large event, the Board, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit unless the Administrator or Board finds that:
1. The time, route and size of the parade, race, motorcade, walkathon, or bicycle tour 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 to other traffic.
 2. The event is of a size or nature that requires the diversion of too many County law enforcement officers, public works employees or other County personnel to properly control the event or that allowing the event would deny reasonable law enforcement or other emergency service protection to the citizens of the County.
 3. Such event will interfere with another event for which a permit has been issued.
 4. The County Public Works Director determines the event would damage County roads.
- B. Standards for Denial. The Administrator, or in the case of large events, the Board, shall deny an application for a County event permit and notify the applicant of such denial where:
1. The Administrator or Board makes any finding contrary to the findings required to be made for the issuance of a permit.
 2. The information contained in the application is found to be false or nonexistent in any material detail.
 3. The applicant refuses to agree to abide by or comply with all conditions of the permit. (Ord. 11-10 § 3)

12.12.050 Contents of permit.

- A. In each permit the Administrator, or in the case of large events, the Board, shall specify:
1. The assembly area and time therefor.
 2. The starting and ending time of the event.
 3. The minimum and maximum speeds.
 4. The route of the event.
 5. What portions of roads to be traversed may be occupied by such event.
 6. The number of persons required to monitor the event.
 7. The number and type of vehicles, if any.
 8. That the permit holder advise all participants in the event by written notice, of the terms and conditions of the permit, prior to the commencement of such County road event.
 9. Such other requirements as are found by the Administrator to be reasonably necessary for the protection of persons or property.
 10. The amount of deposit required as set forth in Section 12.12.110.
- B. All conditions of the permit shall be complied with so far as reasonably practicable. (Ord. 11-10 § 3)

12.12.060 Review procedure.

Approval or denial of an application made pursuant to Section 12.12.040(B) may be appealed to the Board. Said appeal must be in writing and received by the Board not later than 5:00 p.m. on the seventh calendar day after the date of the decision by the Administrator. The Board shall consider the appeal as soon as practicable after receipt of the appeal. Upon such appeal, the applicant and appellant shall have the right to be heard. The Board may reverse, affirm, or modify in any regard the determination of the Administrator. (Ord. 11-10 § 3)

12.12.070 Large events.

The permit of any event with more than 100 vehicles or bicycles or 400 participants shall be issued solely by the Board. (Ord. 11-10 § 3)

12.12.080 Termination or restriction of event.

- A. Any permit for a County road event issued pursuant to this chapter may be summarily revoked or amended by the Administrator prior to the commencement of the event, at any time when by reason of disaster, public calamity, riot or other emergency, it is determined that the safety of the public or property requires such revocation or amendment.
- B. If at any time during the County road event held under a valid permit, the Administrator or Sheriff, believes an unreasonable threat to the health, safety and welfare of the public is present, or the permit holder cannot maintain order and compliance with all applicable state and local laws or refuses or is unable to adhere to the terms and conditions of the permit, the Administrator or Sheriff may terminate the County road event or reduce the number of participants, or take any lawful action to remedy the unsafe condition. (Ord. 11-10 § 3)

12.12.090 Hold harmless.

Applicants shall agree in writing to assume the defense of and indemnify and save harmless the County and its commissioners, boards and officers, including the County Sheriff, employees and agents, from all suits, actions, damages or claims to which the County may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such County road event and the activities permitted in connection therewith. Applicants shall provide County with evidence of insurance with combined single limit policy amounts not less than the tort liability limits for local public bodies set forth in ORS 30.272 and 30.273. The County shall be named as an additional insured. The Administrator may waive proof of insurance if circumstances warrant for County road events other than large events. Applicants shall also agree to indemnify, defend, save and hold harmless any public agency providing services to the County road event. (Ord. 11-10 § 3)

12.12.100 Costs and expenses.

Applicants shall pay to the County the cost of County personnel and personnel from other public agencies who are required by the County to work or perform duties during or as a result of County road events, and all other costs incurred by County and other public agencies including but not limited to trash removal, road repairs, policing, fire protection, medical assistance and medical standby, administrative costs, and manning of barricades. Applicants shall deposit with the County, as described in Section 12.12.110, a sum in an

amount required by the Administrator or Board for the purpose of covering costs to the County. (Ord. 11-10 § 3)

12.12.110 Deposit.

Applicant shall provide a deposit to the County not less than 15 days prior to the event in an amount set by the Administrator or in the case of a large event, the Board. The deposit shall be in cash or by certified check. Applicant shall not be entitled to interest on funds deposited. The costs and expenses County and other public agencies incur before, during, after, or as a result of the event, including any costs associated with enforcing the conditions of applicant's permit, shall be deducted from the deposit. If the costs and expenses incurred by the County and other public agencies exceed the amount of the deposit, the Administrator shall bill the permit holder and the permit holder shall pay the bill for such additional costs and expenses within 90 days after the County road event. If the deposit exceeds the amount of the costs and expenses incurred by the County and other public agencies, the remaining balance shall be refunded to the applicant within 30 days of the County road event. (Ord. 11-10 § 3)

12.12.120 Compliance with laws.

Issuance of a permit under this chapter shall not relieve applicant of the responsibility to comply with all applicable ordinances and laws, and obtain all other required permits and licenses necessary for an event. (Ord. 11-10 § 3)

12.12.130 Conditions in permits.

Any permit granted under this chapter may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic and the public health, safety, tranquility and welfare including but not limited to changes in time, duration and number of participants. (Ord. 11-10 § 3)

12.12.140 Penalty.

Any person who violates any provision of this chapter or who willfully violates the terms of the permit, shall be guilty of a Class A violation under Chapter 1.11. (Ord. 11-10 § 3)

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Agreement for required Stage, Sound & Lighting necessary for the Craig Morgan performance at the 2016 Clatsop County Fair

Category: Consent Calendar

Prepared By: Kathi Mattinen

Presented By: Kathi Mattinen, Fair & Expo Manager

Issue before the Commission: Personal/Professional Services Agreement regarding Stage, Sound & Lighting services required for the Craig Morgan country music concert on August 4, 2016 during the Clatsop County Fair.

Informational Summary: The Clatsop County Fair Board and staff desires to schedule Craig Morgan, country music artist, in concert during the 2016 Clatsop County Fair and has negotiated with One Pro AVL for required Stage, Sound & Lighting services for the concert.

Fiscal Impact: The cost for this service is budgeted in Fair Entertainment and is not to exceed \$10,797.17.

Options to Consider:

1. Approve and adopt the agreement/contract as presented.
2. Approve and adopt the contract with revisions
3. Do not enter into the agreement with One Pro AVL.

Fair Board & Staff Recommendation: Approve and adopt the agreement/contract as presented.

Recommended Motion: *"I move to approve and adopt the Professional Services Agreement with One Pro AVL to provide Stage, Sound & Lighting services required for a Craig Morgan country music performance scheduled on Thursday, August 4, 2016 @ 7:00 p.m.*

Attachment List:

- A. Personal Services Agreement between Clatsop County and One Pro AVL.



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and One Pro AVL ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$ 10,797.17 to be paid to Contractor by County, Contractor agrees to provide a stage, sound and lighting system, description as provided in entertainer's Craig Morgan agreement, to be ready and available for a concert scheduled on August 4, 2016 at 7:00 p.m., inclusive, the following specific personal and/or professional services:

Please see attachment itemized invoiced, referred to as attachment A.

One Pro AVL agrees to strike and remove all stage equipment from the Clatsop County Fair & Expo grounds prior to 9:00 a.m. on Friday, August 5, 2016.

Payment Terms: The County agrees to pay One Pro AVL a fee of \$10,797.17 immediately following successful completion of a Craig Morgan concert on August 4, 2016.

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;

- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement

shall survive the termination or expiration of this Agreement.

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

FOR CONTRACTOR:

Signature Date

Signature Date

Title

Title

Address

City State Zip



INVOICE

Clatsop County Fair

Invoice Date
Jun 8, 2016

Invoice Number
INV-1040

Reference
August 4 Astoria OR

One Night Events LLC
602891919

One Pro AVL
Attn: Cliff Verhoeff
14320 NE 21st St. # 1
Bellevue WA 98007
206-779-2836

Description	Quantity	Unit Price	Discount	Tax	Amount USD
XLX3224 Ei Machine mobile stage included tech and transportation	1.00	4,425.00		Out Of State Sales Tax	4,425.00
1 drum riser	1.00	200.00		Out Of State Sales Tax	200.00
McCauley ML3 Hi mid boxes 4 a side	8.00	225.00	50.00%	9.5%	900.00
Omni dual 18 inch subs	8.00	140.00	50.00%	Out Of State Sales Tax	560.00
Crown Macro tech amps	10.00	150.00	50.00%	Out Of State Sales Tax	750.00
VRX 923lap speakers for near fill	2.00	166.67	50.00%	Out Of State Sales Tax	166.67
JBL PRX712 stage monitors	8.00	75.00	50.00%	Out Of State Sales Tax	300.00
Sound Craft Expression 3 and snake	2.00	150.00		Out Of State Sales Tax	300.00
Microphone pac	32.00	25.00	50.00%	Out Of State Sales Tax	400.00

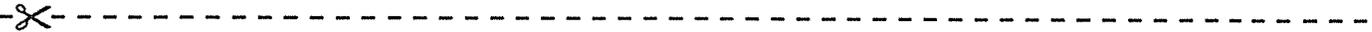
Description	Quantity	Unit Price	Discount	Tax	Amount USD
Hex Par LED lights	15.00	30.00		Out Of State Sales Tax	450.00
200 amp power distro	1.00	500.00	48.00%	Out Of State Sales Tax	260.00
A1audio tech	1.00	400.00		Out Of State Sales Tax	400.00
A2 audio tech	1.00	400.00		Out Of State Sales Tax	400.00
2 lighting tech	2.00	350.00		Out Of State Sales Tax	700.00
Transportation for audio, lighting and crew	1.00	500.00	0.00%	Out Of State Sales Tax	500.00
The fair will supply 4 laborers for the set up and strike of all equipment at the fairs expense	4.00	0.00			0.00
The fair will supply 3 hotel rooms for tech on Aug 3rd at the fairs expense.	3.00	0.00			0.00
Set up at 6am Aug 4th Strike directly after the show,	1.00	0.00			0.00
Subtotal (includes a discount of 3,316.67)					10,711.67
TOTAL TAX					85.50
TOTAL USD					10,797.17

Due Date: Jul 8, 2016

Make payment to: One Pro AVL, 14320 NE 21st St. #1, Bellevue, WA 98007



Pay online now (you will be taken to the online invoice)



PAYMENT ADVICE

To: One Pro AVL
Attn: Cliff Verhoeff
14320 NE 21st St. # 1
Bellevue WA 98007
206-779-2836

Customer	Clatsop County Fair
Invoice Number	INV-1040
Amount Due	10,797.17
Due Date	Jul 8, 2016
Amount Enclosed	

Enter the amount you are paying above

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Agreement for Craig Morgan performance at the 2016 Clatsop County Fair

Category Consent Calendar

Prepared By: Kathi Mattinen

Presented By: Kathi Mattinen, Fair & Expo Manager

Issue before the Commission: Agreement regarding a Craig Morgan country music concert on August 4, 2016 during the Clatsop County Fair.

Informational Summary: The Clatsop County Fair Board and staff desires to schedule Craig Morgan, country music artist, in concert during the 2016 Clatsop County Fair and has negotiated with Romeo Entertainment to schedule the act.

Fiscal Impact: The cost for this entertainment is budgeted in the Fair Entertainment and is not to exceed \$30,000.

Options to Consider:

1. Approve and adopt the contract as presented.
2. Approve and adopt the contract with revisions
3. Do not enter into the contract with Hooah Music, Inc.

Fair Board & Staff Recommendation: Approve and adopt the contract as presented.

Recommended Motion: *"I move to approve and adopt the Agreement with Hooah Music, Inc. for a Craig Morgan country music performance scheduled on Thursday, August 4, 2016 @ 7:00 p.m.*

Attachment List:

- A. Agreement between Clatsop County and Hooah Music, Inc.



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Hooah Music, Inc. ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$ 30,000 to be paid to Contractor by County, Contractor agrees to provide a performance by Craig Morgan on August 4, 2016, approximately 7:00 p.m. to 8:30 p.m., inclusive, the following specific personal and/or professional services:

Please see attachment A

Payment Terms: *The County agrees to pay Hooah Music Inc. a fee of \$30,000 immediately following successful completion of a Craig Morgan concert on August 4, 2016.*

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel)

_____ (Contractor's Initials)

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

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

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or

otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contractor will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Signature Date

Title

Address

City State Zip

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. One Night Events LLC	
	2 Business name/disregarded entity name, if different from above dba One Pro AVL dba One Pro Event Center dba Miked Up Productions dba In The Mix DJ Academy	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 14320 NE 21st Street, Suite 1	
	6 City, state, and ZIP code Bellevue, WA 98007	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

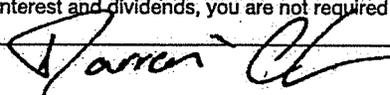
Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 6 - 4 6 1 8 4 9 1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature Here:  Signature of U.S. person ▶

Date ▶ **2-25-16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONTRACT ADDENDUM

**Producer: HOOAH MUSIC, INC.
F/S/O CRAIG MORGAN**

Buyer: CLATSOP COUNTY FAIR

Performance Date: THURS, AUG 4, 2016

Location: ASTORIA, OR

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated on the contract face, Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax. Producer shall provide all necessary sellers.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of 150 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 30 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. THIS WILL BE STRICTLY ENFORCED.
6. **MEET & GREET / MARKETING:** Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Purchaser may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact ERIC MARCUSE at 615-347-9901, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make best efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within a reasonable time prior to show.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.
11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PRODUCER

(X)

BUYER



STANDARD TERMS AND CONDITIONS

GENERAL: Purchaser agrees to furnish, at its sole cost and expense and on the date(s) and at the time(s) and place(s) of Artist's engagement, all items and services necessary for the proper and lawful presentation of Artist's engagement, including, without limitation, a suitable venue, first class sound equipment in good working order (including amplifiers and microphones in number and quality requested by Artist or Artist's representative), lighting, dressing rooms (properly heated and air-conditioned and near the stage), all licenses (including musical performing rights licenses), tickets, house programs, ushers, ticket sellers, ticket takers, all necessary electricians and stage hands and musicians (if requested by Artist in addition to the musicians that usually accompany Artist), and Purchaser shall pay all other necessary expenses in connection with Artist's engagement hereunder. Further, Purchaser shall be responsible for providing all services customarily provided by a promoter, including, but not limited to, production services, crowd management and other security services, medical services and advertising and promotion of Artist's engagement hereunder.

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

~~**ARTIST'S COMPENSATION:** If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.~~

NOTICE TO ARTIST'S REPRESENTATIVE: Within twenty four (24) hours after Artist's performance, Purchaser shall provide the following information to Artist's representative, Agency for the Performing Arts, by email: (a) gross receipts for the performance; (b) the number of tickets sold; (c) the number of complimentary tickets; and (d) ~~overages (if any).~~

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via *fair check* no later than the scheduled engagement date if Purchaser fails to present the engagement. *after performance*

~~**OVERAGES:** All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.~~

ROYALTIES AND OTHER PAYMENTS: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder. Purchaser shall also be responsible for the payment of all taxes (including amusement taxes, if any), fees, levies and/or union dues incurred in connection with Artist's engagement hereunder.

WORK PERMITS, VISAS AND GOVERNMENT DOCUMENTS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (a) will be relieved of any further obligations Artist may have pursuant to this Agreement; (b) shall have the right to retain all monies previously paid by Purchaser; and (c) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas. Purchaser will promptly provide copies of any and all documents received by Purchaser from any governmental agency (e.g., Immigration and Naturalization Services, Internal Revenue Service) concerning Artist and/or Artist's engagement hereunder.

PURCHASER SHALL BE GRANTED A REASONABLE OPPORTUNITY TO CURE SAID BREACH, SUCH CURE NOT TO OCCUR LATER THAN WITHIN A REASONABLE TIME PRIOR TO PERFORMANCE.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Further, the parties agree that the terms and conditions of the Agreement and these Standard Terms and Conditions shall be kept confidential and may only be made known to the parties' representatives or employees or as required by law. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s), and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon such request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

SEE ADDENDUM # 3

MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise. Purchaser agrees to provide at least one working telephone line at each designated merchandise sale area at the Venue for credit card sales. Artist shall not be responsible for the costs of such phone lines. Purchaser agrees to use best efforts to prevent and stop the sale or distribution of any unauthorized merchandise by any persons or parties other than Artist's designee(s), whether inside or outside the Venue.

NO REPRODUCTION PERMITTED: Purchaser will not and will not permit or authorize others (including, but not limited to, representatives, contractors and venue employees) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof. Purchaser shall be responsible for securing the Venue from and against any and all third party attempts to make unauthorized recordings or broadcasts of Artist's performance. Artist and Artist's representative shall have the right to seize any unauthorized audio or visual recordings.

STAGE SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: Tickets shall be put on sale (at all outlets) as mutually agreed by Purchaser and Artist (or Artist's representative). All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (a) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (b) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. ~~Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.~~

EXISTING SPONSORS

STILL PHOTOS PERMITTED BY AUDIENCE

UNLESS SUCH IS DIRECTLY DUE TO NEGLIGENCE OF ACT OR ACT'S AGENTS OR EMPLOYEES.

VENUE: To the extent applicable, Purchaser shall cause the Venue for Artist's engagement to fulfill all terms and conditions contained herein. The foregoing shall not serve as a waiver of any of Purchaser's obligations under the Agreement or these Standard Terms and Conditions.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

INSURANCE: Purchaser shall ~~add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance.~~ Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement hereunder, such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (a) immediately terminate this Agreement and cancel Artist's engagement hereunder; (b) retain all amounts previously paid to Artist by Purchaser; and (c) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, or in the opinion of Artist or Artist's representative, is unsatisfactory, Artist shall have the right to demand immediate payment of the full Guarantee. If Purchaser fails or refuses to make such payment, such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to (a) immediately terminate this Agreement and cancel Artist's engagement hereunder; (b) retain all amounts previously paid to Artist by Purchaser; and (c) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

ARTIST'S DEFAULT: In the event of the breach of the Agreement by Artist, Purchaser shall give Artist's representative written notice of such breach and a reasonable opportunity to cure. *same applies to Purchaser*

ARTIST'S CANCELLATION: ~~Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this Agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.~~

SEE ADDENDUM # 2

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to perform, or is prevented from performing, the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. ~~Notwithstanding the foregoing: (a) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (b) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.~~

SEE ADDENDUM # 10

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or

AS PREVIOUSLY NEGOTIATED AND AGREED TO ON THE CONTRACT FACE AND WHERE APPLICABLE, SUCH COSTS ARE ACTUALLY INCURRED.

other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event. Artist's obligations hereunder shall be excused and Artist shall have no liability to Purchaser if Artist or Artist's representative determines in good faith that Artist's performance is (or is likely to be) rendered impossible, infeasible or unsafe by inclement weather conditions, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder. For clarification, Purchaser shall also remain responsible for all other obligations under this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage. If a "rain date" has been mutually agreed upon by the parties, Artist shall perform on such date. However, if rain or other inclement weather causes Purchaser not to present Artist's engagement on such date, the provisions of this paragraph shall apply.

SEE ADDENDUM # 11

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union or similar entity having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ASSIGNMENT: The obligations set forth in the Agreement and these Standard Terms and Conditions may not be assigned or transferred in whole or in part by Purchaser to any other party without the prior written consent of Artist or Artist's representative, and any such assignment or transfer shall be deemed null and void.

HEADINGS: The paragraph headings contained herein are for convenience only and shall not be used to interpret these Standard Terms and Conditions.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. ~~In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control.~~ This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof. No provision of the Agreement or these Standard Terms and Conditions may be modified or deleted unless agreed to in a writing signed by Artist or Artist's representative. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ and the state and federal courts located in ~~Los Angeles County~~ in the State of ~~California~~ shall have exclusive jurisdiction over any matters pertaining hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

AS PREVIOUSLY NEGOTIATED AND AGREED TO ON THE CONTRACT FACE AND WHERE APPLICABLE, SUCH COSTS ARE ACTUALLY INCURRED.

+ Purchaser

Oregon

Oregon

Craig Morgan Rider 2016 - {Hooah Music Inc.}

The rider attached hereto and made part of the contract dated 6/13/16 by and between Hooah Music, Inc. / Craig Morgan (herein referred to as "Artist") and Clatsop County Fair (herein referred to as "Purchaser").

Purchaser understands that the items requested below are necessary so the Artist can provide the best show possible for Purchaser. If Purchaser has any question, or for some reason cannot provide the following items, he should contact Artist manager or Artist Booking Agency immediately.

Artist Management

Gaines Sturdivant
Bryan Frasher
124 12th Ave S #600
Nashville, TN 37203
615-279-3784 phone
615-499-7010 fax
gaines.sturdivant@redlightmanagement.com
bryan.frasher@redlightmanagement.com

Business Manager

Hooah Music Inc
c/o Flood, Bumstead, McCready & McCarthy
2300 Charlotte Pike
Nashville, TN 37203
615-329-9902

Artist Booking Agent

Jeff Hill
Agent/APA
3010 Poston Ave, Nashville, TN 37203
O: (615) 297-0100 | F: (615) 297-5434
jhill@apa-agency.com | www.apa-agency.com

Tour Manager

Jerry Hines
615-943-4608
jerryhines11@gmail.com

Public Relations

Monarch Publicity
Cindy Heath
615-915-1919
cindy.heath@monarchpublicity.com

Craig Morgan Rider 2016 - {Hooah Music Inc.}

1. **Force Majeure** SEE ADDENDUM # 10

If any illness, injury accident or death affecting Artist or Artists musicians or family results in a delay or partial or total non-performance of this agreement, or if Artist's performance is or might be interrupted, impaired, delayed, interfered with, or rendered impossible or hazardous to Artist, Artist's musicians or crew, or the public by any event of force majeure, or the threat of any event of force majeure including but not limited to: weather, fire, flood, civic disturbance, strike, lockout, labor dispute, act of God, epidemic, any order, rule, regulation or act of governmental authority, absence of power or essential services, or failure or delay of transportation or any other cause similar or dissimilar outside of Artist's control, the parties hereto agree that a: Artist shall be relieved of obligations and b: Artist shall not be liable or responsible for any/all claims, damages, costs and or judgments related to any delay, partial or total non-performance of Artist's that results, as determined by Artist solely, in good faith, from any of the event(s) or threatened event(s) set forth in the paragraph.

~~Notwithstanding, in the event of cancellation due to force majeure, provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.~~

*** UNLESS SUCH IS DIRECTLY DUE TO NEGLIGENCE OF ACT OR ACT'S AGENTS OR EMPLOYEES.**

*** 2. Indemnification**

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

3. **Inclement Weather** SEE ADDENDUM # 11

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage monies called for in the Contract.

4. **Cancellation** SEE ADDENDUM # 2

~~Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.~~

Craig Morgan Rider 2016 - {Hooah Music Inc.}

5. **Insurance** As proof of insurance, Purchaser will submit a fully paid ^{Copy} ~~Certificate~~ of Insurance to Artist for Artist's approval ^{upon request} of at least four (4) weeks prior to the engagement hereunder. Such policy shall contain a provision requiring the insurance company to give Artist at least ten (10) days written notice prior to any revision, modification, or cancellation thereof. Any proposed change in Certificates of Insurance or the underlying Policy (ices) shall be submitted to Artist for its prior written approval. Artist shall be entitled to a copy of the then prevailing Certificate of Insurance, which shall be furnished to Artist by Purchaser ^{upon request}.

Purchaser shall obtain and continually maintain insurance with respect to each concert event (including, without limitation, each performance therein), facility and site of performance hereunder, for property damage, personal injury, and third party claims, in the enforceable amount(s) of a minimum of One Million Dollars (\$1,000,000.00) per occurrence (with a deductible, to be mutually agreed upon by Artist and Purchaser), ~~naming Artist as primary insured, and naming Artist's representatives and additional insiders thereunder.~~ Such policy (ices) shall be written on an occurrence basis, such that claims made immediately prior, during, and/or after each concert event hereunder (including, without limitation, each performance therein with respect to act(s) and/or omission(s) during, immediately prior to, and/or immediately after each concert event hereunder (including, without limitation, each performance therein), regardless whether in or about the facility or site, shall be fully covered thereunder.

6. Complimentary Tickets

The purchaser is to provide **10 tickets for radio staff**, radio promotions/winners, etc. for trade out. These tickets will be accompanied by meet and greet passes on the day of the show (provided by the tour manager) and will be the maximum allowed for radio in the M&G. These are not included in the Artist pulls.

In addition, the purchaser is to provide **40 complimentary tickets** in a prime location to the Artist for his own use. These should be pulled prior to the sale date and held for Artist's Tour Manager. The Artists All Access Pass will be allowed as admittance to the show and backstage area.

7. Accommodations

Purchaser shall provide:

A. ~~Nine hotel rooms. 5 double & 4 king rooms in a reputable hotel chain, not far from venue.~~

B. Two clean, well lit, and properly heated/air-conditioned dressing room to accommodate the Artist and Band/Crew in reasonable comfort and privacy. Dressing rooms should have a private bathroom, i.e. running (hot and cold) water, mirror, shower, and a minimum of fourteen (14) towels and fourteen (14) washcloths. Please have plenty bars of soap available as well. Purchaser shall provide all necessary security personnel to adequately control flow and to secure dressing rooms.

C. One clean, well lit, and properly heated/air-conditioned room, to be used as a production office, with a large table and 4 comfortable chairs next to working electrical outlets. Two phone lines with phones for artist production as well as access to high speed internet.

Craig Morgan Rider
Revised 03/30/15

Signed and agreed to: _____
Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

TO BE MUTUALLY AGREED
UPON DURING ADVANCE

- D. Parking for one tour bus and one 53' tractor trailer
- E. Shore power for the bus

F. Adequate security at all times (from load-in through load-out) to insure the safety of the general public, Artist's personnel, their instruments, and personal property, vehicles, and Artist's production company. The security detail should include the following minimum personnel:

- a minimum of two (2) uniformed police officers (if deemed necessary in advance)
- a minimum of six (6) professional security personnel

All security personnel are to be present a minimum of thirty (30) minutes prior to doors opening, and remain on duty a minimum of one hour after the end of the performance.

8. Payment

All payment by Purchaser to Artist required to be made under and pursuant to this agreement shall be made in the form of cash, certified check, or cashier's check payable to Hooah Music Inc. on demand, day of show, to tour manager.

9. 1099 Information

All 1099 information for tax reporting purposes should be sent to: HOOAH MUSIC, INC. c/o FBMM, Inc.; PO Box 331549, Nashville, TN 37203 **CRAIG MORGAN taxpayer ID# 62-1812740**

10. Transportation

Purchaser shall provide a driver with a vehicle that can seat fifteen (15) people at no expense to ARTIST. The "runners" shall be available from load-in through load-out. The runners will be under the sole direction of the Tour Manager, and may not be released without prior approval from him.

11. Opening Acts

Opening acts must be approved by management at least 1 month prior to the show. No exceptions. **ARTIST AND BAND DO NOT SHARE BACKLINE.**

12. Catering

SEE ADDENDUM # 9

Purchaser to provide and pay for sixteen (16) hot nutritious meals for breakfast, lunch and dinner (no fried foods please!) -OR- meal buy out of \$30 per person (totaling \$480), to be picked up by the road manager, in cash at load in. (To be advanced with road manager).

~~Purchaser also to supply and pay for (or provide \$200 buyout).~~

Craig Morgan Rider 2016 - {Hooah Music Inc.}

Craig Morgan	
Bus Stock	
<u>Quantity</u>	<u>Item</u>
4	Case of Bottled Water (16oz)
4	20 lb. Bag of Ice
1	Case of Coke
1	Case of Mt Dew
1	Case of Orange Zero Vitamin Water
1	1 Bottle of Ketel One Vodka
1	12 Pack of Miller Lite Bottles
2	Bottle of Cabernet Sauvignon (\$10 - \$15 a bottle)
1	Large Bag of Chex Mix
1	Bag of Willametta Valley Granola Chips
2	Bag of Dorito's
2	Bag of Ruffles
1	Bag of Tostito's
1	Jar of Restaurant Style Salsa
1	Assorted Fruit (Bananas, Apples, Oranges, Grapes) (Organic when possible)
2	Loaf of Wheat Bread
2	Medium Size Jar of Creamy Peanut Butter
2	Lunch Meat (1/2 lb. Turkey & 1/2 lb. Ham
2	Jar of Jelly (Grape or Strawberry)
2	1/2 Gallon of Real Orange Juice (No Pulp)
2	1/2 Gallon of Organic 2% Milk
4	Box of Cereal (Corn Pops, Frosted Flakes, Fruit Loops)
1	Bag of Organic Sugar
6	Cans of Tuna and Salmon
4	Box of Organic Tea
2	Bag of Starbucks or Dunkin Donuts Ground Coffee
2	Crème Brulee Liquid Creamer
1	Heavy Duty Plasticware (Forks, Knives, Spoons)
2	Large Coffee Cups 16oz

not provided

Craig Morgan Rider
Revised 03/30/15

Signed and agreed to: _____
Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

TO BE MUTUALLY AGREED
UPON DURING ADVANCE

2	Paper Plates
2	Sleeve of Plastic Solo Cups (18 oz.)
2	Plastic Bowls
4	Roll of Paper Towels
1	10 Pack of Ramen Noodles (bags)
2	Jar of Organic Honey
2	Can of Mixed Nuts
1	5th of Jack Daniels
1	5th of Crown Royal
1	family size bag of M&M's
1	12 pack Angry Orchard apple cider

not provided

THE ABOVE TO BE DELIVERED TO THE ARTIST BUS AT LOAD IN

8 Clean White Hand Towels and 12 {additional} bottles of room temp. water - for stage use
****These items to be delivered to our Stage Manager at load-in.****

~~After show food to be delivered to the bus or Craig's production office 10 mins after show is over. These are just ideas for you in order of preference and to be discussed with tour manager during advance:~~

~~30 buffalo wings & 30 chicken tenders OR
 16 rolls sushi (4 tempura shrimp, 6 california rolls, 6 tuna) some tuna, yellowtail, & white tuna nigiri, as well~~

not provided

13. Stage Requirements

- The stage is to be provided by the Purchaser and must be in a place by sound & lighting load in time. Stage must be level and of sound, solid construction and should be skirted in black fireproof material from the lip to the floor.
 - (A) Power Distribution System: capable of supplying electrical needs of sound (100amps / 3 phase) and lights (400 amps / 3 phase).
 - (B) Dimensions: (excluding sound wings) stage should measure sixty (60') feet wide by forty (40') deep by four (4') feet high.
 - (C) Sound Wings: should measure sixteen (16') feet wide by twenty-four (24') feet deep by five (5') feet high on stage left and sixteen (16') feet wide by sixteen (16') feet deep by five (5') feet high on stage right.
 - (D) House mix position: should be twenty (20') feet wide by sixteen (16') feet deep on a one foot riser located in the center of the house, seventy-five (75) feet from down stage edge.
 - (E) There should be lighted steps with handrails leading to the stage thirty (30') feet upstage on each side.
 - (F) Ramp fourteen (14') feet long by thirty - six (36") inches wide with rails from stage to street level for load in from semi (when semi cannot load straight to stage).
 - (G) Adequate cover for artist Monitor & FOH positions. Two 10'x10' pop up tents as well as plenty of tarps to cover all of our gear & cases.
 - (H) A drum riser: a minimum of eight (8') feet by eight (8') feet by two-three (2'-3') feet high.
 - (I) 2 Additional risers measuring at least six (6') feet by six (6') feet by one (1') foot high.
- *Drum and additional risers are needed on fly dates. If we are on a bus date & the stage is not at least a minimum 36' wide by 16' deep, we will need the above mentioned risers.

Craig Morgan Rider
 Revised 03/30/15

Signed and agreed to: _____
 Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

(J) In outdoor venues, Purchaser shall provide and pay for a roof equal to the size of the stage to protect Artist and equipment from inclement weather. The roof must be provided by a professional staging company and must be approved by Artist's tour manager prior to arrival at venue.

THIS IS NON-NEGOTIABLE.

14. Crew Call / Load-in / Load-Out

All production schedules will be set by Artist's tour manager on a show to show basis. Purchaser to provide and pay for the following labor requirements:

Load in should be dock/stage height. Truck ramps should be provided for a safe load in & load out. Minimum 14' long by 36" wide ramp with side rails. A "minimum" of **eight (8) stagehands / truck loaders** - available at **load in AND load out**. For each stagehand not present at load in or load out, a fee of \$25 per hand & per occurrence shall be paid to the tour manager in cash prior to settlement. If a forklift is deemed necessary, then it should be provided with an operator at no cost to the artist. Audience will not be admitted in the venue until after sound check is complete.

15. Sound System Requirements

Purchaser must consult with Artist's tour manager before contracting a sound company for a Purchaser supplied date. The sound company must contact the Artist's tour manager to receive approval prior to the signing of the production contracts. The Artist reserves the right of approval of any company based on the standard of equipment on past performances. The company must provide the following:

(A) House Console -- (Fly Dates Only)

Profile SC48

(B) House Rack -

Four effects units to include:

TC Electronics M1, Yamaha 2000, Eventide Ultra Harmonizer or Yamaha SPX990/Rev7

Fourteen (14) channels of patchable compression

Four (4) channels of patchable gates

Two (2) 1/3 octave graphic EQ's for house left and right

One CD burner

(C) House Speakers -

Line Array system that adequately provides even coverage for the venue. It is the Artist's preference that system be flown whenever possible. If system cannot be flown, designated speakers must be angled for balcony coverage. System should be able to achieve 106 dB C weighted SPL level at front of house mix position. System should include 4 small speakers on a separate EQ and matrix for front fills.

(D) Stage Monitor System - (Fly Dates Only)

Profile SC48; 8 Shure PSM 900 In Ear Monitor Systems; 3 Shure Wireless Beta 58 Mics with Receivers; 1 Shure Wireless Beta 87 with Receiver; Clearcom stations & Stereo Side fills.

Craig Morgan Rider

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Signed and agreed to: _____

Dated: _____

TO BE MUTUALLY AGREED
UPON DURING ADVANCE

Craig Morgan Rider 2016 - {Hooah Music Inc.}

(E) Other Equipment and Personnel

Two (2) qualified technicians/operators familiar with the system shall be present for both house and monitor system from load-in through load-out. Sound contractor shall provide stage power including (6) quad boxes, plus an intercom system between the house and monitor positions separate from lighting intercom systems.

16. Lighting

Purchaser must consult with Artist's tour manager before contracting a lighting company for a Purchaser supplied date. The lighting company must contact Artist's tour manager to receive approval prior to signing of the production contracts. The Artist reserves the right of approval of any company based on the standard of equipment on past performances. The lighting company must provide the following equipment:

Six (6) Intelligent lighting fixtures for floor use

One (1) front truss with 60 1000 watt par cans and 6 - 1000 watt Lekos & 2 - 8 light mole faye audience blinders

One (1) rear truss with 60 1000 watt par cans and 6 - 1000 watts Lekos

One (1) 40' foot black drape hung on far upstage truss. No banners should be in front of the black backdrop.

Two (2) DF-50 Hazers each with adjustable speed fans near each hazer.

Two (2) lighting technicians must be available at load-in and load-out.

Two (2) super trooper spotlights with qualified English speaking operators

One (1) lighting console to handle movers & conventional lighting and hazers.

A complete communication system with a minimum of 4 stations to cover spots, house lights, dimmer and FOH lighting console.

17. Backline (for specified shows, i.e., fly dates)

BACKLINE

Drums

Pearl Reference or Masters only (this is important as our drummer is endorsed by Pearl)

24"kick

12" rack Tom

16" floor

18" floor

(2)x 14" snares Maple or Brass

Craig Morgan Rider

Revised 03/30/15

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Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

All hardware must be double braced and in working order.

Double pedal (must have)

Hi hat stand (2 leg if possible)

5- boom stands

2-snare stands

Drum throne

PAISTE CYMBALS (this is important as our drummer is endorsed by Paiste)
signature, 2002, or better. (NO ALPHAS, rude, etc)

15" hats

22"ride

3-crashes (18" or larger)

China

Roland SPD-SX w/ stand (this exact Roland model is required as it needs to be loaded with a thumb drive)

Bass

1 8x10 Ampeg cab

1 Ampeg SVT Pro 4 amp

1 Shure ULX wireless Instrument unit with pack

Keys

Top board: Hammond XK-3c

-OR- Hammond XK-3

Bottom board: Kurzweil PC3x (88-weighted key)

-OR- Kurzweil PC88 (88-weighted key)

1 Leslie cab

1 - 2 tier Keyboard stand

All pedals and cables for key rig

Electric Guitar

1 Fender Twin guitar amp (any version) or equivalent 80 watt + tube amp loaded with two 12"

1 Shure ULX wireless Instrument unit with pack

All cables for guitar rig

Fiddle

2 DI's

1 Shure ULX wireless instrument unit with pack

1 Fender Deluxe or Fender Twin guitar amp

If neither of those Fenders are available, do you have other Fender amps available? If no Fender is Available, any Peavey. Absolutely NO Marshall.

Utility Player

1 Shure ULX wireless instrument unit with pack

Craig Morgan Rider

Revised 03/30/15

Signed and agreed to: _____

Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

2 DI

***All backline to be discussed with Production Manager**

18. Production

PRODUCTION (fly date)

Stage

2 – 8'x8' rolling risers; carpeted with skirting

All stage power (including 6 dedicated, movable quad box drops that can be found on the upstage side of our performance area)

Monitors

1 Avid SC48 audio console (incl. console lights)

9 Shure wireless 900 series units with body packs

4 Shure UR4-D wireless mic units with handsets and Beta 87 Capsules

2 Shure UFX wireless instrument units with body packs (for Craig's use)

Full dedicated mic & DI package with all stage cables

1/8" jack with reasonable length cable, tied into desk for music playback

(Craig is endorsed by Shure so this must also be taken into account)

FOH

1 Avid SC48 audio console (incl. console lights)

Clear-Com communication to monitor world

1/8" jack with reasonable length cable, tied into desk for music playback

Craig Morgan Rider
Revised 03/30/15

Signed and agreed to: _____
Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

***All backline and production to be discussed with Production Manager**

Craig Morgan Rider 2016 - {Hooah Music Inc.}

Input List* (fly date)

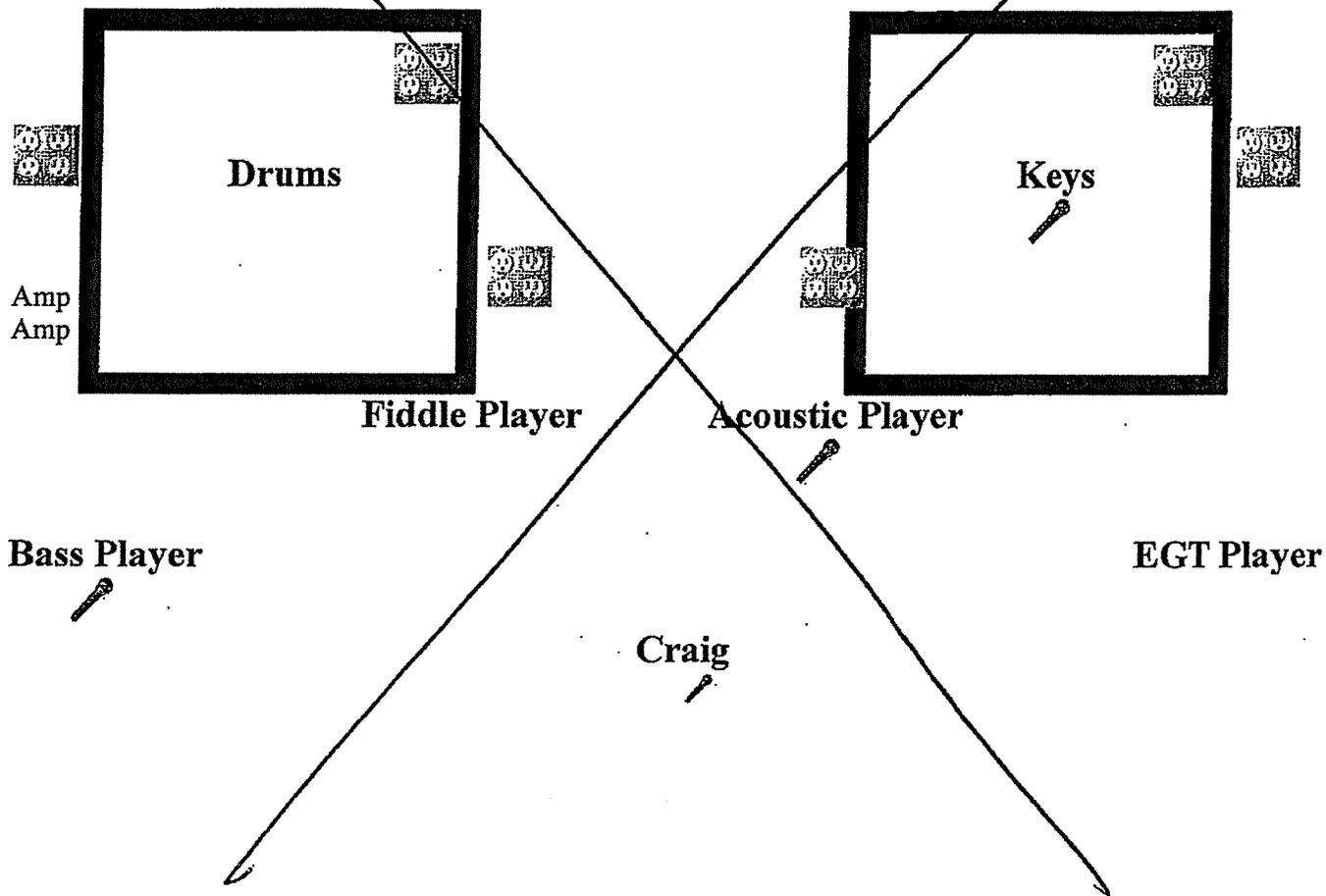
1. Kick
2. Snare
3. Hat
4. Tom 1
5. Tom 2
6. Tom 3
7. Tom 4
8. OH L
9. OH R
10. Pad (Roland)
11. Bass DI
12. / 13. Keys L & R
14. / 15. Organ L & R
16. Organ bottom
17. / 18. Lead EGT L & R
19. Fiddle
20. Jim Ed EGT (SR)
21. Jim Ed Ganjo (SR)
22. Mike AGT (SR)
23. Mike Steel (SR)
24. Mike Banjo (SR)
25. Craig AGT
26. Craig EGT
27. Perry Vox
28. Mike Vox
29. BJ Vox
30. Craig Vox
31. Spare Vox
- 32/33. iPod L&R
- 34/35. House L&R
36. Click

***Subject to change**

****All backline and production to be discussed with Production Manager**

Craig Morgan Rider 2016 - {Hooah Music Inc.}

Fly Date - Stage Plot
Two 8' x 8' Risers To be Provided



*All backline and production to be discussed with Production Manager

Craig Morgan Rider
Revised 03/30/15

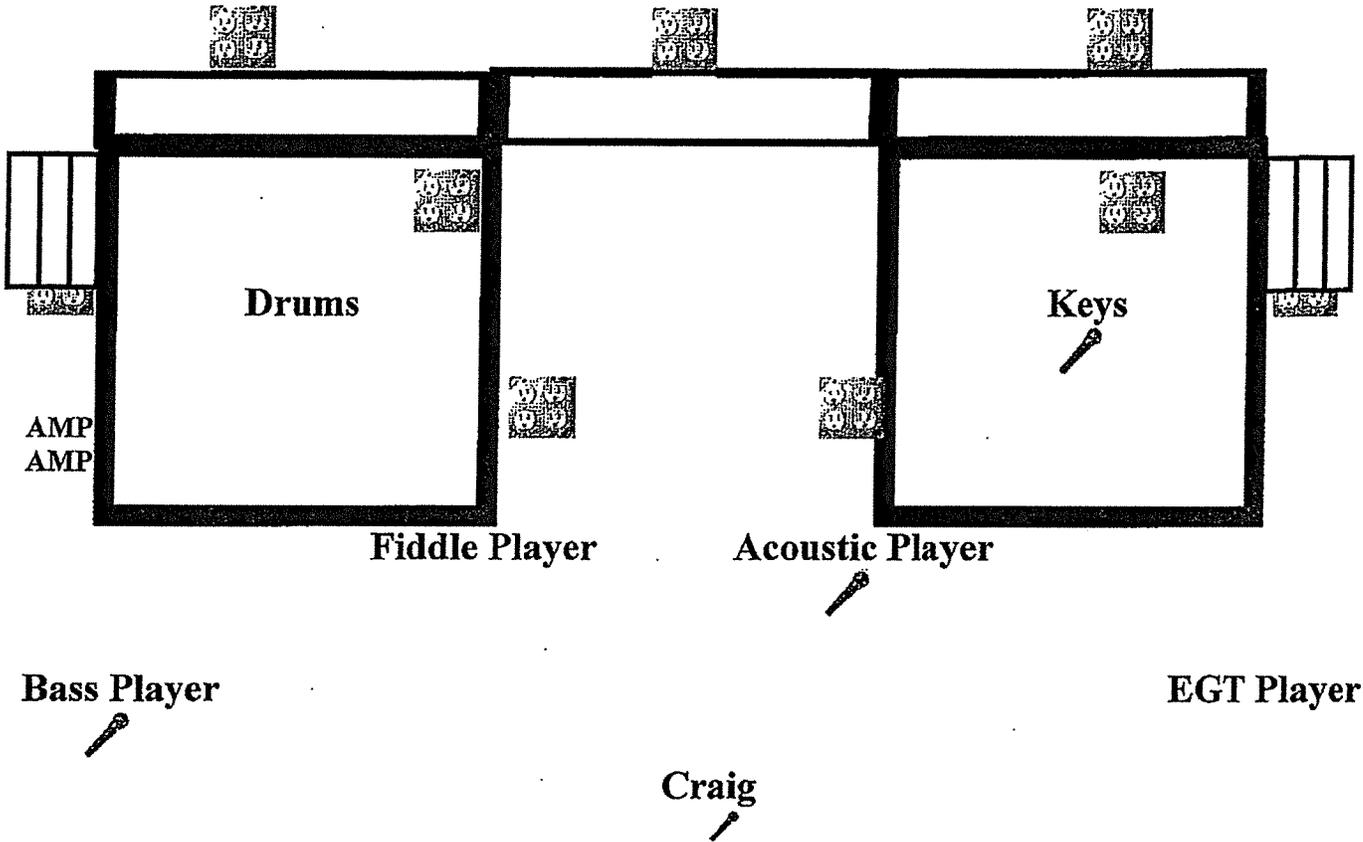
Signed and agreed to: _____
Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

TO BE MUTUALLY AGREED
UPON DURING ADVANCE

Bus and Truck Date - Stage Plot (opt 1.)

All Staging is on our semi



DIMENSIONS: 28' wide with no steps, 32' wide including steps; approx. 11' deep
Various size backdrops also available to be hung

*All backline and production to be discussed with Production Manager

Craig Morgan Rider
Revised 03/30/15

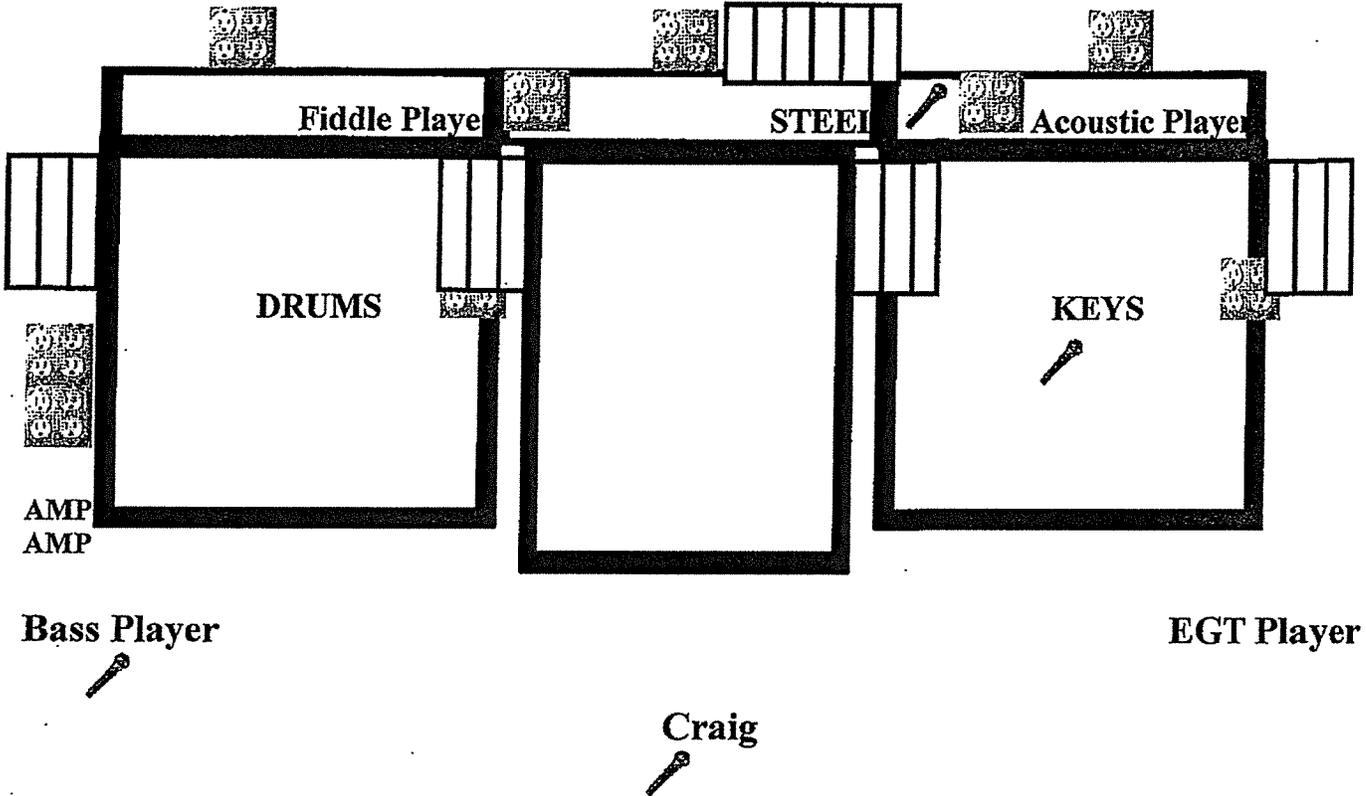
Signed and agreed to: _____
Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

TO BE MUTUALLY AGREED
UPON DURING ADVANCE

Bus and Truck Date - Stage Plot (opt 2.)

All Staging is on our semi



**DIMENSIONS OF SET PIECES: 32' wide including steps and approx. 15' deep including rear steps
Various size backdrops also available to be hung**

***All backline and production to be discussed with Production Manager**

Craig Morgan Rider
Revised 03/30/15

Signed and agreed to: _____
Dated: _____

Craig Morgan Rider 2016 - {Hooah Music Inc.}

AGREED TO AND ACCEPTED BY:

AGREED TO AND ACCEPTED BY:

(X)

PURCHASER

HOOAH MUSIC, INC.
f/s/o CRAIG MORGAN

DATE

DATE

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hooah Music, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 340020

6 City, state, and ZIP code
Nashville, TN 37203

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
6	2		-	1	8	1	2	7	4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Sarah Malott* Date ▶ *2/17/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Approve the 2016-17 budget and appropriation adjustments as required by ORS 294.463.

Category: Consent Calendar

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Approve the 2016-17 budget and appropriation adjustments as required by ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for budget adjustments for fiscal year 2016-2017. These adjustments are required to avoid being in violation of budget law due to unanticipated increases in costs associated with the ratification of the AFSCME Local Union 2746 – DA Collective Bargaining Agreement. These negotiations took place after the budget was approved by the budget committee therefore these increases were unanticipated during the budget process. The Board approved the contract with notice of the fiscal impact during the June 22, 2016 Board meeting. In addition to this adjustment complying with the Board approved ratified contract this adjustment also maintains existing internal equity by continuing to pay the Chief Deputy DA position at a rate of 10% higher than the DA III position, as well as the District Attorney at a rate of 10% higher than the Chief Deputy DA. Please note that in an effort to realize savings within the District Attorney’s 2016-17 Budget, District Attorney Marquis has chosen to forgo the 10% stipend increase until January 2017. The need for the budget adjustment is further explained in the attached Schedule “A”.

Fiscal Impact: The potential fiscal impact is \$0 as these adjustments are within funds that either have adequate budgeted contingency and therefore the adjustment is for appropriation authority only.

Options to Consider:

1. Approve the year-end budget and appropriation adjustments as required by ORS 294.463.
2. There are no other options to consider.

Staff Recommendation: Option #1

Recommended Motion: “I move that the Board approve the year-end budget adjustments to remain in compliance with Oregon budget law per ORS 294.463.”

Attachment List: Schedule “A” Appropriation adjustments

Schedule A

2016-17 Budget Adjustments

I. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN ORGANIZATIONAL UNITS WITHIN A FUND

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
District Attorney 001/2160/82-1025	\$1,490	
District Attorney 001/2160/82-1170	\$8,290	
District Attorney 001/2160/82-1175	\$29,750	
District Attorney 001/2160/82-1950	\$3,030	
District Attorney 001/2160/82-1955	\$5,430	
District Attorney 001/2160/82-1986	\$37,360	
Appropriation for Contingency 001/9900/82-9901		\$85,350

Comment: This adjustment is due to the ratification of the AFSCME Local Union 2746 – DA Collective Bargaining Agreement which was approved by the Board on June 22, 2016 so therefore it was unable to be included in the 2016-17 FY Budget.

II. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATION AUTHORITY BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Child Support 009/2165/82-1175	\$470	
Child Support 009/2165/82-1986	\$440	
Appropriation for Contingency 009/2165/82-9900		\$910

Comment: This adjustment is due to the ratification of the AFSCME Local Union 2746 – DA Collective Bargaining Agreement which was approved by the Board on June 22, 2016 so therefore it was unable to be included in the 2016-17 FY Budget.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Ordinance 2016-14 – Amending Clatsop County Code Chapter 9.08 To Change On-Site Wastewater Management Program Enforcement (*Second Reading*)

Category: Public Hearing

Prepared By: Mike McNickle/Heather Reynolds

Presented By: Mike McNickle, Environmental Health Supervisor

Issue before the Commission: Adopting Ordinance 16-04 - Amending Clatsop County Code Chapter 9.08 to include enforcement actions for Public Health's On-Site Sewage Program.

Informational Summary: In 2014, Clatsop County Public Health took over the On-Site Sewage program from Oregon DEQ. As part of that process, the Clatsop County Code was not amended to reflect the need for enforcement actions to be taken by Clatsop County On-Site Sewage program staff. Over the past 2 years since the takeover of the program, the On-Site Sewage Program has dealt with several enforcement scenarios that require a code change in order to adequately resolve a potential public health hazard. This code change, as written, will aid in assuring public health hazards from untreated sewage from individual on-site sewage systems are dealt with efficiently and effectively.

The board conducted the first reading and opened the public hearing June 22.

Fiscal Impact: The cost of this program change is built into the fees collected to administer the On-Site Sewage Program. There is no additional cost in administering this change in the code.

Options to Consider:

1. Take public testimony, close the public hearing, adopt Ordinance 16-04 and conduct the second reading by title only.
2. Take public testimony, close the public hearing, table the ordinance.

Staff Recommendation: Option #1

Recommended Motion: *"I move to adopt Ordinance 16-04 – Amending Clatsop County Code, Chapter 9.08, to Change On-Site Wastewater Management Program Enforcement, and conduct the second reading by short title only."*

Attachment List:

A. Ordinance 2016-14 – Ordinance Amending Clatsop County Code Chapter 9.08 (Ordinance 14-05) to change on-site wastewater management program enforcement.

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

ORDINANCE NO. 2016-04)))))))	AN ORDINANCE AMENDING CLATSOP COUNTY CODE CHAPTER 9.08 TO CHANGE ON-SITE WASTEWATER MANAGEMENT PROGRAM ENFORCEMENT
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The Board of Commissioners of Clatsop County ordains as follows:

SECTION 1. SHORT TITLE

This ordinance shall be entitled and shall be known as the "Ordinance Amending Clatsop County Code Chapter 9.08 (Ordinance 14-05) to change on-site wastewater management program enforcement".

SECTION 2. PURPOSE

The purpose of this ordinance is to change the enforcement process for the on-site wastewater management program to a violation citation into court instead of using a hearings officer.

SECTION 3. CONFORMANCE OF STATE LAW

This ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the State of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This ordinance shall supersede, control and repeal any inconsistent provision of any County ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. ADOPTION CLAUSE

The Board of Commissioners hereby amends Clatsop County Code Chapter 9.08 (Ordinance 14-05) to read as follows:

A. Clatsop County Code §9.08.060 Enforcement (Ordinance 14-05 §1) is amended to read:

“9.080.06 Enforcement.

A. Nothing in this chapter shall in any way limit the right of the County or any person to bring a civil action for legal or equitable remedies relating to private or public nuisances or for recovery of damages. The provisions of this chapter are in addition to and not in lieu of any other procedures and remedies provided by law, including equitable relief and damages.

B. The Clatsop County Environmental Health Supervisor is designated as the person authorized to enforce, under ORS 153.005(1)(K), on-site sewage disposal violations as the enforcement officer.

C. Violations of this chapter shall be enforced pursuant to Chapter 1.11, Code Violations.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By _____
Scott Lee, Chairperson

By _____
Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date: _____

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

July 13, 2016

Issue/Agenda Title: Cost of Living Adjustment for Unrepresented Employees
Category: Business Agenda

Prepared By: Robin Koch, Director Human Resources

Presented By: Robin Koch, Director of Human Resources

Issue before the Commission: Whether to grant a Cost of Living Adjustment (COLA) to the County's unrepresented employees, which include confidential and casual employees.

Informational Summary: The Consumer Price Index (CPI) the County uses for our labor contracts is the CPI for All Urban Consumers (CPI-U) from May to May (Attachment A). The CPI-U established by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month period ending in May 2016 is 1.00%.

Oregon Nurse's Association is presently in negotiations. Once a contract is final, the Board will be asked to approve a COLA for this bargaining unit per the agreed upon Contract.

Collective Bargaining Agreement COLAs:

<u>Union</u>	<u>Minimum</u>	<u>Maximum</u>
• AFSCME District Attorney's	2.5%	4.5%, effective July 1, 2018
• AFSCME Courthouse/Road	2.5%	4.5%
• Clatsop County Law Enforcement Association	2.5%	4.5%
• Federation of Parole & Probation Officers	2.5%	4.5%

Presently, the County has approximately 42 unrepresented positions, which include department heads, directors, supervisors and confidential employees.

Fiscal Impact: The Board has adopted the FY 2016/2017 budget which includes a budgeted 2.5% Cost of Living Adjustment (COLA) for unrepresented employees. In addition to the information above regarding the COLA's represented employee will receive, a list of COLA's for cities in Clatsop County and two neighboring counties are listed below for your information:

COLA's for unrepresented employees for 2016-2017:

<u>City/County</u>	<u>COLA for 2016-2017</u>
• City of Astoria	2.5%
• City of Cannon Beach	1.0%
• Columbia County	1.2%
• City of Seaside	1.2%
• Tillamook County	0%
• City of Warrenton	2.5%

Options to Consider:

1. Recommend the Board adopt the attached Resolution and Order implementing a cost of living adjustment of 2.5%, effective July 1, 2016, for Clatsop County unrepresented, confidential and casual employees.
2. The Board could choose to approve a lesser cost of living adjustment.

Staff Recommendation: Option #1. Adopt the attached Resolution and Order implementing a cost of living adjustment of 2.5%, effective July 1, 2016, for Clatsop County unrepresented, confidential and casual employees.

Recommended Motion: *"I move to approve the attached Resolution and Order implementing a cost of living adjustment of 2.5% for Clatsop County unrepresented, confidential and casual employees, effective July 1, 2016."*

Attachment List:

Attachment A - CPI for All Urban Consumers (CPI-U) from May to May

Attachment B - Resolution & Order Adopting Revisions to the Compensation Plan

Economic News Release

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Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, May 2016 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Apr. 2016	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		May 2015	Apr. 2016	May 2016	May 2015-May 2016	Apr. 2016-May 2016	Feb. 2016-Mar. 2016	Mar. 2016-Apr. 2016	Apr. 2016-May 2016
All items	100.000	237.805	239.261	240.236	1.0	0.4	0.1	0.4	0.2
Food	13.883	246.187	248.413	247.860	0.7	-0.2	-0.2	0.2	-0.2
Food at home	8.111	241.019	240.635	239.354	-0.7	-0.5	-0.5	0.1	-0.5
Cereals and bakery products	1.088	273.595	273.924	273.074	-0.2	-0.3	-0.6	0.3	-0.4
Meats, poultry, fish, and eggs	1.823	257.106	250.839	248.989	-3.2	-0.7	-0.3	-0.1	-0.5
Dairy and related products	0.827	221.039	218.315	216.122	-2.2	-1.0	-0.5	0.4	-0.6
Fruits and vegetables	1.370	293.011	296.217	295.974	1.0	-0.1	-1.9	-0.5	-0.7
Nonalcoholic beverages and beverage materials	0.974	166.795	168.771	167.053	0.2	-1.0	-0.3	0.3	-0.1
Other food at home	2.030	209.272	211.009	210.280	0.5	-0.3	0.4	0.5	-0.5
Food away from home ⁽¹⁾	5.772	255.322	261.517	262.074	2.6	0.2	0.2	0.2	0.2
Energy	6.821	214.330	185.652	192.673	-10.1	3.8	0.9	3.4	1.2
Energy commodities	3.282	242.315	189.322	201.355	-16.9	6.4	1.9	7.8	2.4
Fuel oil ⁽¹⁾	0.086	272.874	196.349	208.488	-23.6	6.2	1.7	1.9	6.2
Motor fuel	3.113	239.141	186.428	198.667	-16.9	6.6	2.2	8.0	2.3
Gasoline (all types)	3.070	238.170	185.808	198.011	-16.9	6.6	2.2	8.1	2.3
Energy services ⁽²⁾	3.539	197.083	190.495	193.152	-2.0	1.4	0.2	-0.1	0.2
Electricity ⁽²⁾	2.801	207.683	201.778	205.038	-1.3	1.6	0.4	-0.3	-0.2
Utility (piped) gas service ⁽²⁾	0.739	162.639	154.130	154.994	-4.7	0.6	-0.7	0.6	1.7
All items less food and energy	79.295	242.119	246.992	247.554	2.2	0.2	0.1	0.2	0.2
Commodities less food and energy commodities	19.663	147.014	146.565	146.251	-0.5	-0.2	-0.2	-0.1	-0.2
Apparel	3.190	127.083	127.770	127.758	0.5	0.0	-1.1	-0.3	0.8
New vehicles	3.727	147.889	147.895	147.646	-0.2	-0.2	0.0	-0.3	-0.1
Used cars and trucks	2.150	150.713	147.489	147.223	-2.3	-0.2	-0.1	-0.3	-1.3
Medical care commodities	1.830	354.647	363.843	362.439	2.2	-0.4	0.3	0.5	-0.2
Alcoholic beverages	0.956	239.800	242.407	242.430	1.1	0.0	0.0	0.2	-0.1
Tobacco and smoking products	0.650	920.372	952.185	953.769	3.6	0.2	0.5	0.1	0.2
Services less energy services	59.632	300.264	308.619	309.771	3.2	0.4	0.2	0.3	0.3
Shelter	33.171	277.563	285.836	286.924	3.4	0.4	0.2	0.3	0.4
Rent of primary residence ⁽²⁾	7.722	284.245	294.175	295.036	3.8	0.3	0.3	0.3	0.4
	24.175	284.473	292.855	293.759	3.3	0.3	0.2	0.3	0.3

Footnotes

(1) Not seasonally adjusted.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.

(4) Indexes on a December 1996=100 base.

NOTE: Index applies to a month as a whole, not to any specific date.

Expenditure category	Relative importance Apr. 2016	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		May 2015	Apr. 2016	May 2016	May 2015-May 2016	Apr. 2016-May 2016	Feb. 2016-Mar. 2016	Mar. 2016-Apr. 2016	Apr. 2016-May 2016
Owners' equivalent rent of residences(2)(3)									
Medical care services	6.613	476.800	490.848	493.291	3.5	0.5	0.1	0.3	0.5
Physicians' services(2)	1.674	365.214	372.961	376.263	3.0	0.9	0.2	-0.1	1.0
Hospital services(2)(4)	2.212	292.257	300.733	301.713	3.2	0.3	-0.2	0.3	0.7
Transportation services	5.919	292.994	299.635	302.381	3.2	0.9	0.2	0.7	0.3
Motor vehicle maintenance and repair(1)	1.162	270.764	274.864	275.331	1.7	0.2	0.3	0.3	0.2
Motor vehicle insurance	2.399	456.995	483.823	487.021	6.6	0.7	0.6	1.2	0.9
Airline fare	0.702	319.401	295.909	309.540	-3.1	4.6	-0.9	1.1	-1.5

Footnotes

(1) Not seasonally adjusted.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

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NOTE: Index applies to a month as a whole, not to any specific date.

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ADOPTING REVISIONS TO THE) RESOLUTION AND ORDER
COMPENSATION PLAN)

WHEREAS the Personnel Ordinance 2004-04 authorizes the adoption of a compensation plan by resolution and order of the Board of County Commissioners; and

WHEREAS a review indicates that certain revisions to Appendix A of the Compensation Plan are appropriate; now therefore

IT IS HEREBY RESOLVED that the Compensation Plan be revised to represent a 2.5% to Appendix B, effective July 1, 2016; and

DATED this 13th day of July 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson