



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, April 6, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, March 30, 2016 Board meeting;
- Minutes, March 30, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

HEARING:

- 1) Public Hearing, "In the Matter of Amending the Columbia County Fee Schedule for Inmate Housing Fees".

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 4/4/16.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (B) Memorandum of Agreement and Acknowledgment of ODOT Assistance and authorize Chair to sign.
- (C) Personal Services Contract with FCS Group for Cost Recovery Analysis and Fee Study Services.
- (D) Public Road Event Permit and Indemnity Agreement with the Oregon Road Runners Club for their Vernonia Marathon Event on April 10, 2016.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending the County Fee)
Schedule For Inmate Housing Fees) ORDER NO. 7 - 2016

WHEREAS, ORS 169.152 provides that the County may seek reimbursement from a person who is or was committed to the Columbia County Jail upon conviction of a crime for any expenses incurred by the County in safekeeping and maintaining the person; and

WHEREAS, the County may seek reimbursement at the rate of \$60.00 per day or its actual daily costs for safekeeping and maintaining the person, whichever is less; and

WHEREAS, upon conviction, the County may seek reimbursement for each day the person was confined to the Jail, including, but not limited to, any period of pretrial detention; and

WHEREAS, the Columbia County Sheriff has determined that the actual expenses incurred by the County in safekeeping and maintaining the person is \$25.00 per day; and

WHEREAS, ORS 169.150 provides that the County may charge persons committed to the Columbia County Jail, a reasonable health care fee for any health care services, medications and equipment provided to the person while committed, if the County provides necessary medical care regardless of the person's ability to pay, provides equal treatment to all persons committed to the facility regardless of the person's ability to pay, establishes a system that notifies the person of the fees and what services are covered; and establishes a grievance system that allows a person to challenge the deduction of a fee from the person's account; and

WHEREAS, the Columbia County Sheriff has determined that the fees set out in Exhibit "1", which is attached hereto and are incorporated herein by this reference, are reasonable health care fees for health care services, medications and equipment provided while a person is committed to the Columbia County Jail; and

WHEREAS, the County provides necessary medical care regardless of an inmate's ability to pay, provides equal treatment to all persons committed to the Jail regardless of the person's ability to pay, and has established a system that notifies inmates of the reasonable health care fees set forth in Exhibit 1, and has an established grievance system by which an inmate may challenge the deduction of a fee from the person's account; and

WHEREAS, pursuant to ORS 297.160, interested persons were provided an opportunity to comment on the fees adopted herein;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The County Fee Schedule is hereby amended by the incorporation of the following fees in the Columbia County Jail:

FEE

Per diem housing cost	\$25.00
Health care fee	Per Exhibit "1"

2. Reimbursement of per diem housing costs shall be credited to the general fund of the County to be available for general fund purposes.

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

Approved as to form

By: _____
Henry Heimuller, Commissioner

By: _____
Office of County Counsel

By: _____
Earl Fisher, Commissioner

ODOT/Recipient
Agreement No. 30620

After recording, return to:

EXHIBIT D

MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF ODOT ASSISTANCE

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 30620

Project Name: Rainier Transit Center

Grant Agreement No. 30620 ("Grant Agreement") between the Columbia County and the State of Oregon, Department of Transportation (ODOT) was executed on . Pursuant to Exhibit B, Section X, of the Grant Agreement, upon the recording of this document, the Columbia County will receive Grant Funds for Project described in the Grant Agreement. The property and assets under the jurisdiction of the Columbia County will be improved with the assistance from the State of Oregon, Department of Transportation, in accordance with the terms of the Grant Agreement. Such assistance will be provided to Columbia County in reimbursement of costs associated with the Rainier Transit Center. The use and disposition of said property is subject to the terms of the Grant Agreement, copies of which may be obtained from the Director of ODOT. A description of the improved property is attached.

COLUMBIA COUNTY

By: _____
Name/Title:

(Notary Stamp)

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Name of person) (Date)

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
McGregor Lynde

(Notary Stamp)

Title: Active Transportation Section Manager

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Name of person) (Date)

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th Street NE, Salem, OR 97301-4178.

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)
By and between FCS GROUP and
COLUMBIA COUNTY, OREGON for
Cost Recovery Analysis and Fee Studies

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and FCS Group, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date/Commencement. This Agreement is effective on the date last signed below. However, commencement of each of the projects is subject to pre-approval by the County. The County will provide a written notice to proceed for each such project prior to commencement. The Parties understand and agree that the County may not approve every project described in the contract documents. This Contract, together with Exhibits "A", "B", and "C", are referred herein as the "contract documents".
2. Completion Date. The completion date for this Agreement shall be no later than two (2) years from the effective date and may be renewed by the County for up to an additional four (4) years, in the County's discretion.
3. Contractor's Services. Upon request, Contractor agrees to provide Cost Recovery Analysis and Fee Study Services, in accordance with the Columbia County Request for Proposals for Financial Services dated November 12, 2015, (the "RFP") which is attached hereto as Exhibit "A" and is incorporated herein by this reference, and in accordance with Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and is incorporated herein by this reference. Any such work will be detailed in one or more project work orders that include contractor staff assignments, scope, and budget and shall be subject to pre-approval of the County. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control, followed by Exhibit "A", Exhibit "C", and Exhibit "B", in that order of precedence.
4. Consideration. County shall pay Contractor on a time and materials basis according to the Cost Proposal set forth in Exhibit "C", which is attached hereto and is incorporated herein by this reference. Consideration paid according to Exhibit "C" shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

FOR COUNTY

Jennifer Cuellar-Smith
230 Strand
St. Helens, Oregon 97051
Jennifer.cuellar@co.columbia.or.us

FOR CONTRACTOR

Peter Moy
Redmond Town Center
7525 166th Ave NE, Ste D-215
Redmond, Washington 98052
PeterM@fcsgroup.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation

coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees and errors and omissions insurance of not less than \$1,000,000. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

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

In case of termination, Contractor shall be required to repay to County the amount of any

funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.

18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

22. Attorney Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO

UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

FCS GROUP

Name: Peter Moy

By: Peter Moy

Title: Principal

Date: 3/24/16

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By: Sue Anderson
Office of County Counsel

**Columbia County Request for Proposals
for Financial Services**

1. Municipal Advisor
2. Investment Advisor
3. Federal Compliance and Grant Services
4. Financial Systems Analysis
5. Cost Recovery Analysis and Fee Studies
6. Capital Replacement and Improvement Planning
7. Internal Audit Services

Proposals due January 14, 2016

Columbia County, Oregon

Issued November 12, 2015



Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

Transportation Planner

Phone (503) 366-3963

Fax 397-7215

lonny.welter@co.columbia.or.us

March 25, 2016

TO: Columbia County Board of Commissioners

FROM: Lonny Welter, Transportation Planner

REF: ORRC Vernonia Marathon Public Road Event Application for April 10, 2016

Columbia County received the attached application for a Public Road Event Permit for the Oregon Road Runners Club Vernonia Marathon & Half Marathon to be conducted April 10, 2016. They are expecting 650 participants and will be using County, City and State roads/highways. For County Roads, they will be using the south .7 miles of Keasey Road. From there the runners will use State Street, Hwy 47, to the Banks to Vernonia Linear State Park and on into Banks. The run will start at 8:00 AM and be completed at 3:00 PM.

Applicable Criteria

The Columbia County Public Road Event Ordinance (Ordinance No. 97-6, as amended) requires Board approval of public road events involving more than 100 vehicles, 300 bicycles, or 300 pedestrian participants. As this event is expected to have 650 pedestrian participants, Board approval is required.

Section 5 of the Ordinance provides, in part:

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

1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.
2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable

law enforcement or other emergency service protection to citizens of the County.

3. Such public road event will interfere with another public road event for which a permit has been issued.
4. The County Public Works Director determines the public road event would damage public roads.”

Staff notified affected agencies and discovered that there was an issue in Vernonia, as the proposed route would be under construction. Staff directed ORRC to consult with the City and develop an alternate route. Confirmation of a new route was received March 21, 2016. Agency comments are:

- County Sheriff’s Office, Jeff Dickerson - No issues
- City of Vernonia, Josette Mitchell- No issues
- City of Vernonia Police, Mike Conner- With Revised route, no issues
- Vernonia Fire Department, Dean Smith – No response
- Oregon State Police, Tim Schwartz – No response
- ODOT, Mark Buffington – Working it from their end

Because this event has been held in prior years and to staff’s knowledge, no issues have arisen that would be a basis for denial, staff recommends that the Board approve the permit.

RECOMMENDED MOTIONS:

- Motion 1: Approve the public road event permit for the Oregon Road Runners Club Vernonia Marathon & Half Marathon on April 10, 2016.
- Motion 2: Approve the Indemnity Agreement with the Oregon Road Runners Club and authorize the Chair to sign.

Attachments:

- Permit Application
- Indemnity Agreement
- Certificate of Liability Insurance
- Course and Schedule
- Revised Course Map through Vernonia

Columbia County



PUBLIC ROAD EVENT

PERMIT

Date: March 25, 2016

Name of Event: Oregon Road Runners Club Vernonia Marathon

Date of Event: April 10, 2016 Type of Event: Marathon

Sponsor: Oregon Road Runners Club

Assembly Area: Cedar Ridge Retreat Center & Stub Stewart State Park Number of Participants: 650

Assembly Start Time: 6:30 AM Event Start Time: 8:00 AM Ending Time: 3:00 PM

Minimum Speed: NA Maximum Speed: NA

Route of Event: *See Attached Map.*

Portion of Road which may be occupied by Event: Keasy Rd, State St, Hwy 47, California Ave, Weed Ave, Maple St, Adams St.

Number of Persons Required to Monitor the Event: 20 Volunteers

Number and Type of Vehicles: 10 support vehicles

Other Requirements: _____

Amount of Required Deposit: \$ 300.00 Paid on: January 14, 2016

ALL PARTICIPANTS IN THE PERMITTED EVENT MUST BE ADVISED BY WRITTEN NOTICE OF THE TERMS AND CONDITIONS OF THIS PERMIT PRIOR TO THE COMMENCEMENT OF SUCH EVENT.

Issued by:
Transportation Planner

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Date: _____, 2016

Tony Hyde, Chair

Date: _____, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2016

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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825 INSURED Road Runners Club of America/2016 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		CONTACT NAME: Margaret M. Mayers PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com INSURER(S) AFFORDING COVERAGE INSURER A National Casualty Company NAIC # 11991 INSURER B Nationwide Life Insurance Co. 66869 INSURER C : INSURER D : INSURER E : INSURER F :	
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COVERAGES	CERTIFICATE NUMBER: 2016 \$2M A. I.	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	CLAIMS MADE X OCCUR		KR00000005888100	12/31/2015	12/31/2016	MED EXP (Any one person) \$ 5,000
X	Legal Liability to Participant \$2,000,000			12-01 AM	12-01 AM	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited
	(GENL AGGREGATE LIMIT APPLIES PER POLICY)		Abuse & Molestation			PRODUCTS - COMP/OP AGG \$ 2,000,000
X	OTHER		Aggregate \$5,000,000			Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$
X	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS		KR00000005888100	12/31/2015	12/31/2016	BODILY INJURY (Per accident) \$
X	HIRED AUTOS			12-01 AM	12-01 AM	PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	Any PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000027201500	12/31/2015	12/31/2016	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County, agents and employees are NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
 DATE OF EVENT(S): 04/10/16 ORRC Vernonia Marathon & Half Marathon INSURED RRCA CLUB/EVENT MEMBER: Oregon Road Runners Club, Att'n: Mark Barrett, 1624 Elm Street, Forest Grove, OR 97116

CERTIFICATE HOLDER 04/10/16 Columbia County Attached: KRGL56 & KRGL79 1054 Oregon Street St. Helens, OR 97051	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 Terry Butler/BMA <i>Terry R. Butler, BMA</i>
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Oregon

INDEMNITY AGREEMENT

Transportation Planner
County Road Department
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3963

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

ORRC Vernonia Marathon & Half Marathon

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the ORRC to be held on April 10, 2016, the undersigned sponsor/ applicant for the event hereby agrees to defend, indemnify and hold Columbia County and other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers, agents and employees (the Indemnitees) harmless from:

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

Oregon Road Runners Club
(Agency)

By: *Mark J. Barrett*
(Signature of Authorized Agent)

Dated: 1-6-16

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Dated: _____

RETURN TO
Columbia County Road Department
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ORRC Vernonia Marathon & Half Marathon
April 10, 2016

Plans for City of Vernonia/ODOT/Columbia County

Course and Schedule

Most of the 250 expected marathoners (another 400 half marathoners start in Stub Stewart State Park) will park in Banks and be bused to the staging area at Cedar Ridge Retreat Center, arriving in Vernonia between 6:45am and 8:00am. At 7:45am the participants will be directed to the start area on Edens Road. At 8:00am all runners and walkers will start at the intersection of Edens and Keasey Roads, heading south against traffic. Initially participants will use both lanes, but will quickly be directed to use only the left lane. As Keasey Road becomes State Street, participants will be directed to cross to the right side of the street in anticipation of a right turn on Bridge Street. They will cross Bridge Street and go onto the sidewalk, then turn left (south) on Adams Avenue, then into Anderson Park. After a loop around the lake, they go onto the Banks-Vernonia State Trail.

Course Marshals and Aid Stations

Police/Certified flaggers will be needed at the start and at the State/Bridge Street intersection. ORRC will provide volunteer course marshals at all other intersections between the start and Anderson Park. The last walker should cross Bridge Street at approximately 8:45. There will be an aid station in Anderson Park, which the participants will pass twice.

Contact Mark Barrett (Race Director) for any questions at mark@orrc.com or 503-821-9577

Revised 1-6-16

ORRC Vernonia Marathon & Half Marathon
April 10, 2016

The Courses

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

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

Water Stations/Potties

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

Traffic Plan

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

Parking Plan

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

Emergency Medical Plan

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

Revised 1-6-16

ORRC
 Vernonia
 Marathon

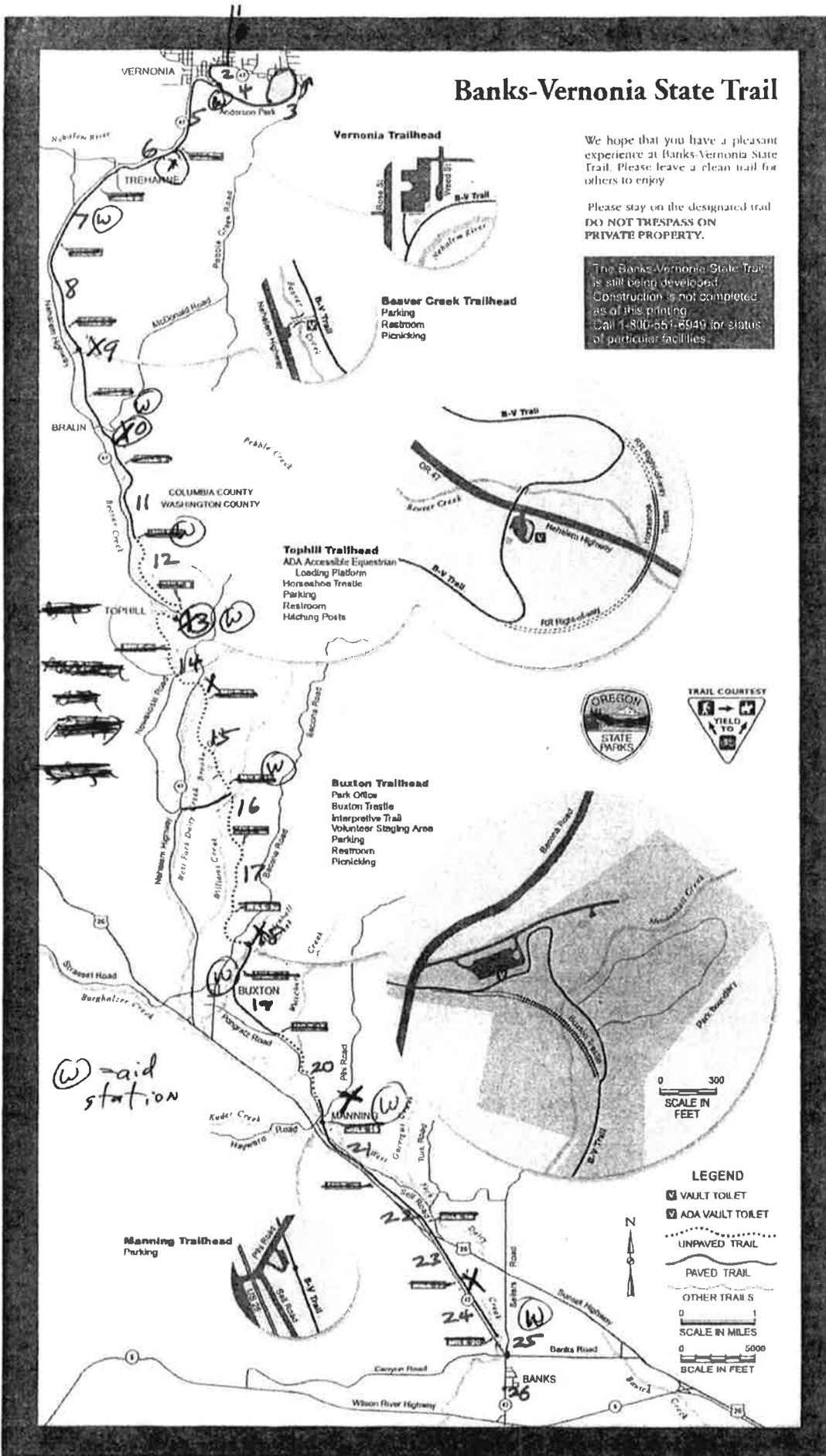
Banks-Vernonia State Trail

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

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

The Banks-Vernonia State Trail is still being developed. Construction is not completed as of this printing. Call 1-800-651-6949 for status of particular facilities.

(W) = aid station



0 300
 SCALE IN FEET

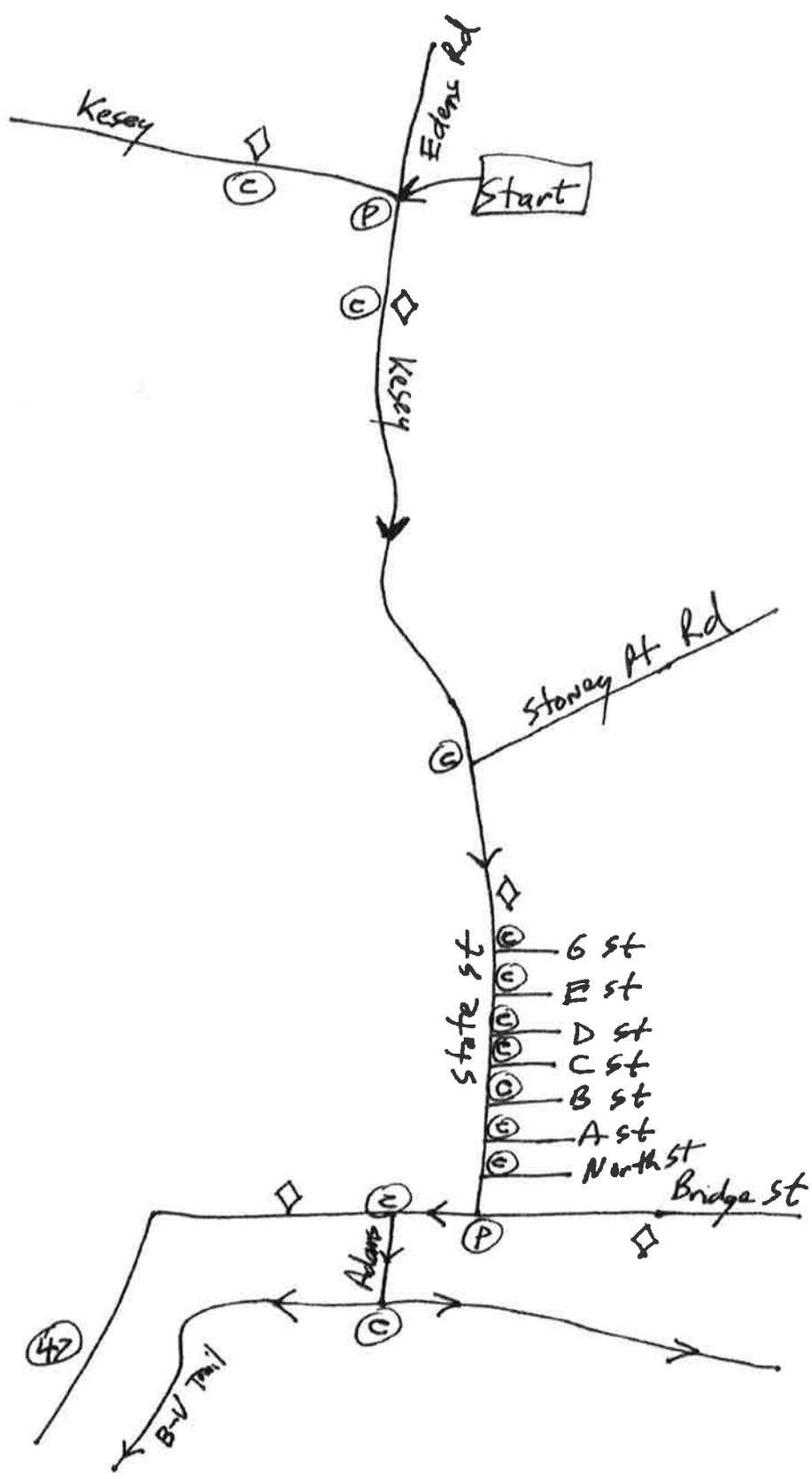
LEGEND

- VAULT TOILET
 - ADA VAULT TOILET
 - UNPAVED TRAIL
 - PAVED TRAIL
 - OTHER TRAIL
- 0 1
 SCALE IN MILES
- 0 5000
 SCALE IN FEET



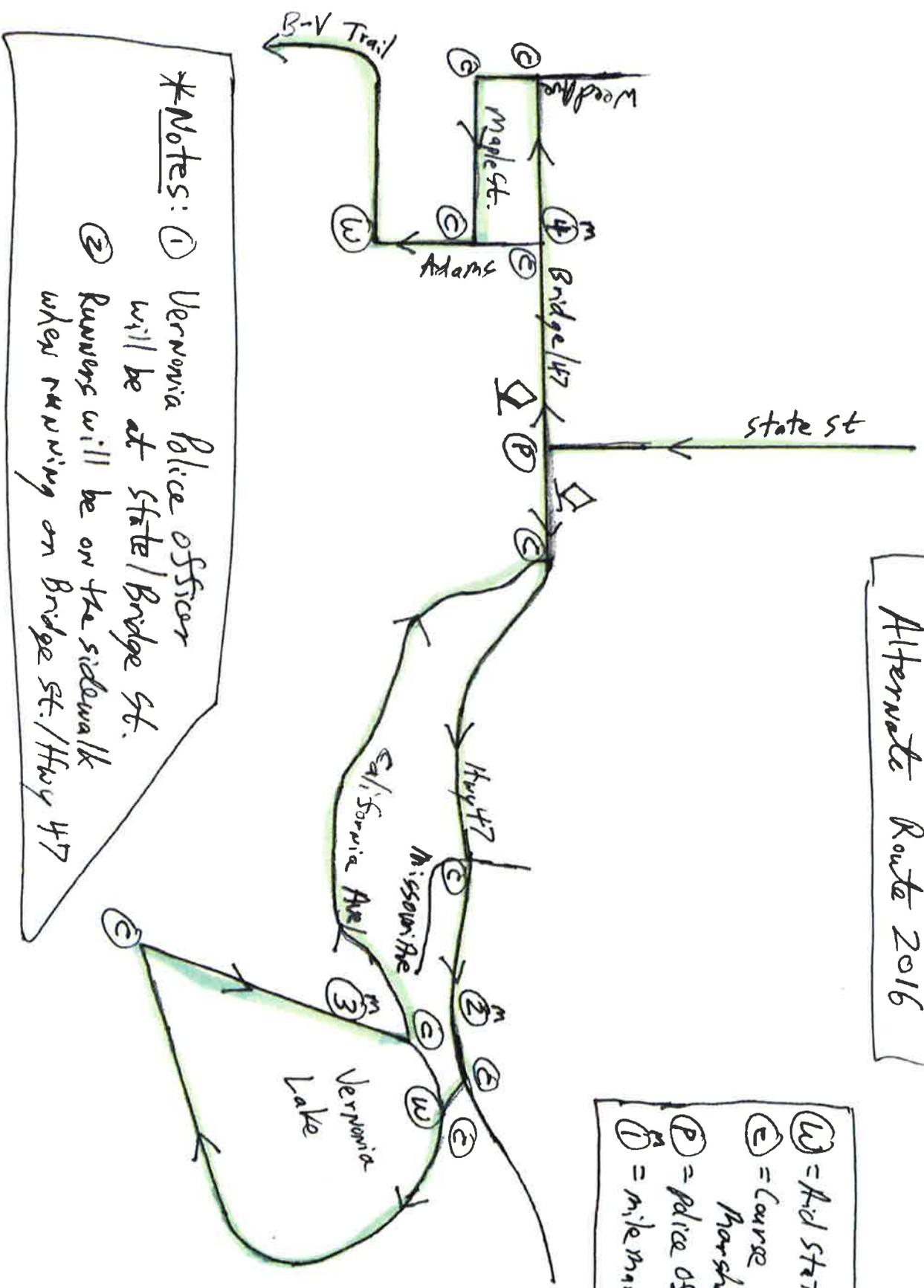
Vernonia Marathon Start

3/13



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

ORR Vernonia Marathon
Alternate Route 2016



*Notes:
 ① Vernonia Police officer will be at State/Bridge St.
 ② Runners will be on the sidewalk when running on Bridge St./Hwy 47

- W = Aid Station
- C = Course Marshal
- P = Police Officer
- M = mile marker