

MINUTES – TILLAMOOK COUNTY BOARD OF COMMISSIONERS' MEETING
Wednesday, July 2, 2008
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COMMISSIONERS PRESENT: Charles J. Hurliman, Chair
Mark Labhart, Commissioner

COMMISSIONER ABSENT: Tim Josi, Vice-Chair (Vacation)

STAFF PRESENT: Su Yaremchuk, Staff Assistant
William K. Sargent, County Counsel

FILED
for
SEP 04 2008
3:45pm
TASST O'NEIL
COUNTY CLERK

STAFF PRESENT FOR PORTIONS OF THE MEETING: Michael Soots, Director, Information Services; Butch Parker, Director, Community Development and David Dickman, Director, Human Resources.

GUESTS: Nie (?), Jaymie Cole, Randy Wharton, Connie Kennedy, Gus Meyer, John Gettman, Carol Reed, Jim Reed, Warren Evans, Cheryl Evans, Toni Arnez, Loten Hooley and Amy Stricklin.

CALL TO ORDER: By Chair Hurliman at 9:06 a.m. in Commissioners' Meeting Room A.

ITEM NO. 1: WELCOME & REQUEST TO SIGN GUEST LIST: Chair Hurliman welcomed everyone and reminded them to sign the guest list.

ITEM NO. 2: PUBLIC COMMENT – NON-AGENDA ITEMS: Loten Hooley, owner of Rosenberg's Building Supply, said there was a new construction excise tax imposed by the School District effective July 1, 2008. He said that he went to Community Development yesterday and no one could give him any information. He was told they did not have any of the statistics of what it would be imposed on or what would be exempt. He brought a copy of the Senate Bill with him. Chair Hurliman said that it was imposed by the School Districts not Community Development.

Butch Parker said that he had met with the Mayors and City Managers in the middle of June. The County has entered into an Intergovernmental Agreement with the School District for the collection of the moneys. The Cities had voted by consensus that they would collect their own fees within the City limits. It will take some time to get their agreements with the School Districts together. He did not feel that it was fair to start collecting County monies for new construction until the Cities were on board. Everything should be in place by August.

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Mr. Hooley wanted to know why the Commissioners did not say that this should be put on the ballot in November to let the public decide whether or not they wanted this tax and in what amount. He said that on a twenty-five hundred (2,500) square foot house, the tax would be Twenty-Five Hundred (\$2,500) Dollars. That would be quite a chunk for say a teacher to pay right off the top.

Both Chair Hurliman and Commissioner Labhart said that this was a decision that went from the House to the Senate and was passed by the Oregon Legislature. It is the job of the Commissioners in the County to uphold the law, whether or not they agree with it. The County's involvement is to only collect the money and direct it to the School Districts as a way of insuring some efficiency in the collection process. This is why an Intergovernmental Agreement was entered into. Chair Hurliman said that a year ago, he raised many questions about this tax asking why the County should be collecting the money.

Mr. Hooley said that he feels that as tax payers no one had a chance to have input on this. He feels it is hurtful and a poor tax. If it had been widely broadcast, there would have been more outcries.

ITEM NO. 3: PRESENTATION ON GARIBALDI MUSEUM: Cheryl Evans, Director of the Garibaldi Museum and Warren Evans were present. Ms. Evans said that they tell the story of Captain Robert Gray who in 1787 sailed from Boston. It was only four (4) years after the Declaration of Independence. The Museum is also celebrating their fifth (5th) anniversary as a maritime museum. One of the rooms at the museum is dedicated to telling the history of Garibaldi and Tillamook Bay.

Ms. Evans reviewed their hours of operation and the scholarships that are available.

Mr. and Ms. Evans were dressed in attire from the era of 1750 – 1820 and explained what the clothing was made of and why.

They thanked the Commissioners for having them here today.

ITEM NO. 4: PRESENTATION OF NESTUCCA VALLEY DEVELOPMENT COUNCIL AWARDS FOR COMMUNITY 101 GRANTS: Amy Stricklin said that she has very active students and a lot of them could not be here because of jobs. She introduced Connie Kennedy, the new Superintendent and Randy Wharton, the Principal of Nestucca High School.

Ms. Stricklin said that the South end of the County is unincorporated and there is a void of communication. A group of students have been gathering to bring grants and resources together. Mr. Wharton and Roger Rada would facilitate these meetings

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where the students would learn to write grants and bring in resources. The PG&E Foundation and the Community 101 Project identified student groups to write and obtain grant moneys and then re-grant the monies to non-profits in the area to improve the economy.

The students secured Sixty-Five Hundred (\$6,500) Dollars to re-grant. There were five (5) grants awarded to non-profits who serve the community. The students had to present and interview the potential applicants and make the determination as to who would get the money and the dollar value.

Ms. Stricklin passed out the following checks:

The Nestucca Volunteer Fire Department received One Thousand (\$1,000) Dollars for road signs to assist in locating homes.

The Community Arts Project for art and literacy in Neah-Kah-Nie and Garibaldi, who also does the "Slug Soup" program, received One Thousand (\$1,000) Dollars for storage racks.

Pass It On Ministries, the only food pantry in South County associated with the Oregon Food Bank, received Five Hundred (\$500) Dollars for use with food purchases.

Cedar Creek Child Care Center received Three Thousand (\$3,000) Dollars to help in finishing the Center and the Nestucca Family Foundation received One Thousand (\$1,000) Dollars to purchase books to further the literacy program. When children get a shot at the Heath Clinic, they receive a book.

Commissioner Labhart commended Carol Reed and Toni Arnez for their work involving the students to learn this process. They have to make tough decisions that contribute to South County.

Chair Hurliman welcomed Connie Kennedy and asked her to say a few words about herself. She said that she was very excited to be here and that before applying for the position, she did some serious investigating and was very impressed with the school system here. In particular the RTI Program, full day kindergarten and the new High school.

ITEM NO. 5: BOARD OF COMMISSIONERS MEETING MINUTES JUNE 11, 2008: A motion was made by Commissioner Labhart to approve and sign the Minutes for June 11, 2007. The motion was seconded by Chair Hurliman. The motion carried with two (2) aye votes. The Commissioners signed the Minutes.

ITEM NO. 6: CONSIDERATION OF ORDER REVISING TILLAMOOK COUNTY EMPLOYEE POLICY & PROCEDURES REGARDING VACATION BENEFITS: David Dickman said this is an Order amending and revising the Personnel Policies of the County with an action in the budget provided for employees to sell back a portion of their vacation.

Commissioner Labhart made a motion to approve and sign the Order revising the Tillamook County Employee Policy & Procedures regarding vacation benefits. Chair Hurliman seconded the motion. The motion carried with two (2) aye votes. The Commissioners signed Order #008-074.

ITEM NO. 7: CONSIDERATION OF PERSONAL SERVICES AGREEMENT WITH HELION, INC. FOR ASSESSMENT AND TAXATION COMPUTER SOFTWARE SERVICES: Michael Soots said this is a private contractor for development and support work for the ORCATS Program. It is a consortium of Counties that uses the same software for the Assessment and Taxation Department and also for appraisals. We have had this company for seven (7) years with great success. The reports come out correct and on time. There is a portion of the development that is done in-house. This is a cost savings from other packages of about fifty (50%) percent. This is the only program that can be customized.

A motion was made by Commissioner Labhart to approve and sign the Personal Services Agreement with Helion, Inc. for Assessment and Taxation computer software services. Chair Hurliman seconded the motion. The motion carried with two (2) aye votes. The Commissioners signed the Agreement.

ITEM NO. 8: CONSIDERATION OF REQUEST FOR INFORMATION SERVICES DIRECTOR TO SIGN PERSONAL SERVICES AGREEMENT WITH PREVAILING COMMUNICATIONS FOR RADIO/ELECTRONICS INSTALLATION, PROGRAMMING AND MAINTENANCE IN VEHICLES AND BUILDINGS: Mr. Soots said that Prevailing Communications is a local vendor performing radio services and modifications for vehicles installing separators between the front and back seats, light bars and is less expensive than Day Wireless. We also get good turn around time. This Contract has been back dated because there was no Contract in place last fiscal year. It was also unknown what the total amount paid was so the Contract was set for a Department Head signature. To date we have paid in excess of Eighty-Four Thousand (\$84,000) Dollars this year.

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Commissioner Labhart made a motion to approve the request for the Information Services Director to sign the Personal Services Agreement with Prevailing Communications for radio/electronics installation, programming and maintenance in vehicles and buildings. The motion was seconded by Chair Hurliman. The motion carried with two (2) aye votes.

ITEM NO. 9: CONSIDERATION OF MASTER LICENSE AGREEMENT FOR USE OF DARK FIBER OPTIC CABLE WITH TILLAMOOK LIGHTWAVE: Chair Hurliman asked Mr. Soots to describe dark fiber. Mr. Soots said that fiber optics is glass strands used for data. There are two (2) kinds and both need to have light running through it to work. What the general public normally sees is the plug in the wall to be able to purchase the service. Dark fiber is where the customer provides the end equipment that attaches to the fiber. There are no breaks and no third party involvement. This is a dedicated use exclusively to us.

A motion was made by Commissioner Labhart to approve and sign the Master License Agreement for use of dark fiber optic cable with Tillamook LightWave. The motion was seconded by Chair Hurliman. The motion carried with two (2) aye votes. The Commissioners signed the Agreement.

ITEM NO. 10: CONSIDERATION OF INTERGOVERNMENTAL AGREEMENT WITH THE TRASK DRAINAGE DISTRICT FOR THE TONE ROAD SPILL-WAY PROJECT: Commissioner Labhart said that this is an Oregon Solutions priority project on the Tone Road Spillway on the Butch Schreiber property located in the Trask Drainage District. The District maintains an easement on the levee which surrounds the property. Authorization had to be obtained to disrupt the District levee to construct the spillway. Lois Albright and Counsel Sargent have reviewed the Agreement which lays out the future of the project once it is completed. Once completed, ownership will be transferred to the Trask Drainage District. The Department of State Lands (DSL) requires an easement for the use of their land below the mean high tide mark. There is a Seven Hundred Fifty (\$750) Dollar filing fee for processing the easement paid by the District.

Commissioner Labhart made a motion to approve and sign the Intergovernmental Agreement with the Trask Drainage District for the Tone Road Spill-Way Project. Chair Hurliman seconded the motion. The motion carried with two (2) aye votes. The Commissioners signed the Agreement.

ITEM NO. 11: BOARD CONCERNS – NON-AGENDA ITEMS & ANNOUNCEMENTS: Commissioner Labhart said he wanted to bring the public up to date on the County payments which is forty-three (43%) percent of the Road Department budget. He said that the addition did not make it back into the Bill for funding of the Iraq war. Senators

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Wyden and Smith both approached the leadership of the Senate to reinstate it at the Senate side but it was still excluded. The next available time will be in the middle of July. They are hoping for a four (4) year ramp down but it does not look optimistic.

Chair Hurliman said he is writing a letter to the paper that will talk about the House Majority. History has shown that the environmental extremists have lots of lawsuits that blame them but no one understands the consequences to rural Oregon in losing this funding. It is not allowing full management of our forests. People want to work - not be bailed out.

ITEM NO. 12: PUBLIC COMMENTS: There were no comments at this time.

Chair Hurliman read the announcements.

There being no further business Chair Hurliman adjourned the meeting at 10:18 a.m.

RESPECTFULLY SUBMITTED this 5th day of September, 2008.

County Clerk: Tassi O'Neil

Susan L. Becraft
Susan Becraft, Recording Secretary
& Special Deputy

APPROVED BY:

Charles J. Hurliman Vincent J. Hurliman
Chair Vice-Chair

Gregory L. Latta
Commissioner



NOTICE OF MEETING AND AGENDA
of the
TILLAMOOK COUNTY BOARD OF COMMISSIONERS
Also sitting as the Board of the
SOLID WASTE SERVICE DISTRICT &
THE 4-H AND EXTENSION SERVICE DISTRICT
to be held

Wednesday, July 2, 2008, at 9:00 a.m.

Commissioners' Meeting Room A
County Courthouse, 201 Laurel Avenue
Tillamook, Oregon

BOARD OF COMMISSIONERS

Charles J. Hurliman, Chair
E-mail: churlima@co.tillamook.or.us

Tim Josi, Vice-Chair
E-mail: tjosi@co.tillamook.or.us

Mark Labhart, Commissioner
E-mail: mlabhart@co.tillamook.or.us

201 Laurel Avenue
Tillamook, Oregon 97141
Phone: (503) 842-3403 FAX: (503) 842-1384

ANY QUESTIONS? Contact
Paul Levesque (503) 842-1809
E-mail: plevesqu@co.tillamook.or.us

COUNTY WEBSITE: <http://www.co.tillamook.or.us>

WATCH THIS MEETING ON TV: TLCTV Channel 35

Monday – 1:00 p.m.
Thursday – 1:00 p.m.
Sunday – 1:00 p.m.

Tuesday – 8:00 p.m.
Friday – 8:00 p.m.

Wednesday – 9:00 a.m.
Saturday – 9:00 a.m.

NOTE: The Board of Commissioners reserves the right to recess to Executive Session as may be required at any time during this meeting, pursuant to ORS 192.660(1).

NOTE: The Tillamook County Courthouse is accessible to persons with disabilities. If special accommodations are needed for persons with hearing, visual or manual impairments who wish to participate in the meeting, please contact (503) 842-3403 at least 24 hours prior to the meeting so that the appropriate communications assistance can be arranged.

CALL TO ORDER: Wednesday, July 2, 2008 9:00 a.m.

BOARD OF COMMISSIONERS

1. Welcome & Request to Sign Guest List
2. Public Comment – Non-Agenda Items
3. Presentation on Garibaldi Museum/Cheryl Evans
4. Presentation of Nestucca Valley Development Council Awards for Community 101 Grants/Randy Wharton

CONSENT CALENDAR

5. Board of Commissioners Meeting Minutes June 11, 2008

LEGISLATIVE – ADMINISTRATIVE

6. Consideration of Order Revising Tillamook County Employee Policy & Procedures Regarding Vacation Benefits/David Dickman
7. Consideration of Personal Services Agreement with Helion, Inc. for Assessment and Taxation Computer Software Services/Michael Soots
8. Consideration of Request for Information Services Director to Sign Personal Services Agreement with Prevailing Communications for Radio/Electronics Installation, Programming and Maintenance in Vehicles and Buildings/Michael Soots
9. Consideration of Master License Agreement for Use of Dark Fiber Optic Cable with Tillamook LightWave/Michael Soots
10. Consideration of Intergovernmental Agreement with the Trask Drainage District for the Tone Road Spill-Way Project/Mark Labhart
11. Board Concerns – Non-Agenda Items & Announcements
12. Public Comments

ADJOURNMENT

BOARD MEETINGS AND ANNOUNCEMENTS

INDEPENDENCE DAY is an observed holiday for Tillamook County, as well as the Circuit Court. All offices in the Courthouse will be closed on **Friday, July 4, 2008**.

There will be **no** Commissioners' Staff Meeting on **Tuesday, July 8, 2008** due to the lack of a quorum.

The Commissioners' regular business meeting on **Wednesday, July 9, 2008** will begin at **9:30 a.m.** (please note **time change**) in the Commissioners Conference Room A at the Courthouse, 201 Laurel Avenue, Tillamook.

Commissioners' Staff Meetings are held on Monday except for the second week each month when it is held on Tuesday. The second Tuesday, Staff Meeting schedule for the remainder of 2008 is:

- August 12
- September 9
- October 14
- November 11 – No meeting (Veterans Day)
- December 9

BOARD OF COMMISSIONERS' MEETING

Wednesday, July 2, 2008

PLEASE PRINT

Name Address Item of Interest

N/E FOB97 97117

Jaymie Cole 24525 LongCk Rd 97108 NUFFA

Randy Wharton 35025 Hwy 101 S. Clondale OR

Connie Kennedy Nestucca Valley Sch. Dist.

Gus Meyer General

JOHN GETTMAN All

Carol Reed & Jim Reed PGE Foundation Community, 101 Student Grants

Michael Scotts I. S.

Waven + Cheryl Eason Gambaldi Museum

Toni Arenz NU SD

Loren Hooty Rosenbergs Tax

Amy Stricklin 9635 5th St Bay City NUDC Com 101

(Please use reverse if necessary)

GARIBALDI MUSEUM

- a maritime museum -



Ship Carving



Model of the "Columbia"

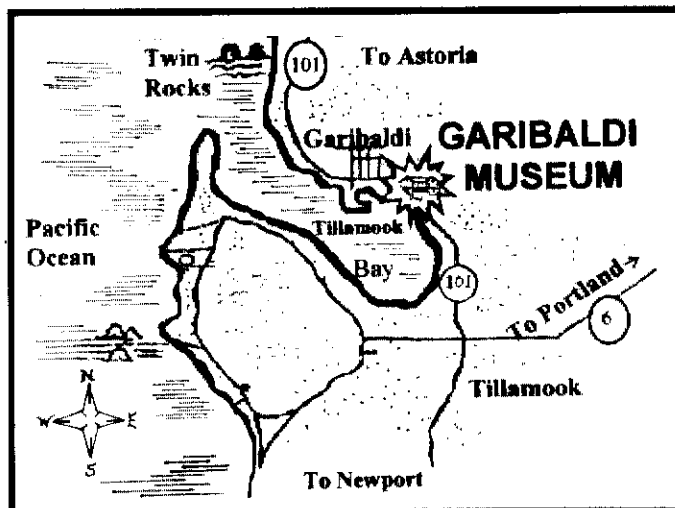
May through October
Thursday - Monday
12:00 to 4:00 P.M.

112 Highway 101
Garibaldi, Oregon 97118

Driving Instruction From Portland, Oregon:

- Take Hwy 26 West to Route 6; continue on it to Tillamook;
- In Tillamook, go North on Hwy 101, 10 miles to Garibaldi;

Garibaldi Museum is on the corner of 2nd St. and Hwy. 101 (Garibaldi Ave.)



The Garibaldi Museum features 18th century sailors' life, and the story of Captain Robert Gray and his historical vessels, the *Lady Washington* and the *Columbia Rediviva* (Twelve years after Captain Robert Gray claimed the Columbia River for the United States, Thomas Jefferson sent the Lewis and Clark expedition to find the northwest passage.)

With nearly 8,000 square feet of space, the museum displays interactive exhibits, artifacts, photo collections, and videos for people of all ages. The museum is children friendly. Groups are welcome.

In addition a relatively new gallery, dedicated to Garibaldi, Oregon, exhibits early life in the small fishing town through a historic photo collection and artifacts of logging, the lumber mill, salmon trollers, commercial fishing trawlers, clam digging, and the U.S. Life Saving Service.

www.GaribaldiMuseum.com

VACATION BENEFITS

Accrual

Regular Full and Part time employees will accrue vacation for completed months according to the set schedules. To be eligible for vacation credit, an employee must have been employed by the County for six (6) full, consecutive months from the last date of hire. Vacation is retroactive for introductory/probationary employees to the date of hire upon successful completion of the probationary period. Temporary part-time, seasonal, or on-call employees shall not be eligible for paid vacation.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification on the payday immediately preceding the employee's vacation period.

Teamster Bargaining Unit Personnel and AFSCME Bargaining Unit Personnel should refer to the schedule set forth in their current Collective Bargaining Agreement.

Non Represented Regular Full Time Employees accrue as follows:

During 1 st year thru 4 yrs	13 days per year
During 5 th year thru 9 yrs	15 days per year
During 10 th year thru 14 yrs	18 days per year
During 15 th year thru 20 yrs	21 days per year
Over 20 years	24 days per year

No vacation time may be taken or paid during the Introductory/probationary period, unless specific arrangements have been made at the time of hire.

Regular Part Time employees who work less than 40 hours but more than 20 hours per week shall accrue on a pro-rated basis calculated on the established work schedule. Continuous service will be calculated from your most recent date of hire.

We provide vacation and personal time so you can enjoy periods of time away from work. Vacation is intended for rest and recreation and vacation cash-out pay may not be taken instead of time off. Unused vacation accrual will be paid out at separation in accordance with applicable laws.

Time is not to be banked and never used; therefore, accrual cannot exceed 1.5 times your annual accrual. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum. The County may initiate a mandatory vacation of reasonable duration when an employee is about to exceed the maximum limit.

An exception to the accrual limit may be granted by submitting a written request to the Human Resources Director for approval provided the employee has been unable to schedule a vacation due to operational requirements or emergency. If approved

the employee shall be allowed to accumulate vacation credits beyond the maximum accrual rate. A scheduled vacation time must be specified at the time of approval.

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to your supervisor. We will try to grant each request, but we cannot guarantee your request will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

Donation

In cases of serious injury or illness of an employee, a fellow employee may be allowed to donate accumulated, unused vacation leave subject to the following conditions:

- a. The ill or injured employee must have exhausted all accumulated leave and have requested and been approved for sick leave without pay.
- b. An employee may donate up to a maximum of 50% of his/her accrued vacation leave to the employee on sick leave without pay.
- c. An employee who desires to donate vacation leave must authorize, in writing, the deduction in his/her vacation leave. The written authorization must be approved by their Department Head or Supervisor. The value of the vacation leave donated will be determined by the hourly wage of the employee who makes the donation.

This is not intended to require an employee to donate vacation hours. The choice to donate is strictly voluntary and confidential.

Optional Vacation Cash-out.

An employee who takes a single block of vacation time of forty (40) hours or more during the calendar year may apply to receive cash payment for up to forty (40) hours of accrued vacation during the pay period when the vacation time off commences. If an employee has taken at least forty (40) hours of vacation during the same calendar year, the employee may request to cash out up to forty (40) hours of vacation during the last pay period of November (Nov. 30th payroll) provided the request is made in writing on or before November 1st to the Human Resources Department. A vacation buy-back may be requested not more than once each calendar year.

**PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS**

This Personal Services Agreement, hereafter "Agreement" is entered into by and between PREVAILING COMMUNICATIONS, hereafter "Contractor" and Tillamook County, a political subdivision of the State of Oregon, hereafter "County", pursuant to ORS 203.010. County and Contractor intend to contract for radio/electronics installation, programming and maintenance in vehicles and buildings as described in attached Project Proposal. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. AGREEMENT

Contractor promises to provide and County promises to pay for, the goods and/or services described below according to the provisions of this Agreement.

2. AGREEMENT PRICE AND AMOUNT

The price for the services and/or goods provided by Contractor shall be:

- In-shop service Eighty-Five (\$85) Dollars per hour
- Mobile/onsite service Eighty-Five (\$85) Dollars per hour
- Mobile/onsite service hours start when leaving shop, until return to shop
- Goods, supplies and materials will be charged at the lowest rate offered to any other customer during the previous ninety (90) days, or at the manufacturers discount over list, whichever is lowest
- Shipping Charges: Shipping charges for goods, supplies, or materials will reflect no more than the actual shipping cost of the items

3. ^{RP}AGREEMENT TERM

²⁰⁰⁷ The term or period of this Agreement shall be one ^{2 year term} (~~1~~) year beginning July 1, 2008 and ending June 30, 2009. At the option of County, this Agreement may be extended for two (2) additional one (1) year terms.

4. AGREEMENT DOCUMENTS

The following documents comprise the Agreement and are incorporated here by reference in their entirety.

- 4.1. This Agreement;
- 4.2. Project Proposal;
- 4.3. Statutory Public Contract Requirements;
- 4.4. Completed W-9.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

5. TERMINATION NOTICE

5.1. WITHOUT NOTICE

This Agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

- 5.1.1. The parties mutually consent to termination in writing;
- 5.1.2. The Agreement term ends;
- 5.1.3. The moment prior to the Contractor filing for the settlement of debts or any debt restructuring in any State, Federal or other Court of competent jurisdiction;
- 5.1.4. When Contractor's proposed Agreement price adjustments exceed Agreement specifications.

5.2. WITH NOTICE

This Agreement may also end and notice shall be served as required when:

- 5.2.1. Any party breaches any duty, term or condition of this Agreement;
- 5.2.2. Either party commits a fraud or misrepresentation upon the other party;
- 5.2.3. Public funds are no longer available to support this Agreement;
- 5.2.4. Thirty (30) days written notice is given by either party.

6. STATUS OF CONTRACTOR

The parties intend that Contractor, in performing the services specified in this Agreement, shall act as an independent Contractor.

- 6.1. The compensation provided herein shall be exclusive and County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by County to Contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of County's payment of compensation hereunder to Contractor. County will report the total amount of all payments to Contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

- 6.2. This Agreement is personal as to Contractor and Contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of County; provided nothing herein shall prohibit any other consultants employed by Contractor or in a firm of which he shall be a member to assist Contractor in carrying out the responsibilities herein.
- 6.3. This Agreement is not a contract of employment. The parties intend that Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of Contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, Contractor shall not be considered an agent of County.
- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary licenses and liability insurance as required by law.
- 6.5. In the event Contractor's labor or services shall be performed by his employees, such employees shall be and at all times remain the employees of Contractor, under the Contractor's sole and exclusive control, and shall not be deemed employees of County for any purpose.
- 6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.
- 6.6.1. Contractor is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor shall qualify and remain qualified for the term of the Agreement as an insured employer under ORS 656.407. If Contractor performs this without the assistance of any other persons, Contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving County of any and all liability as provided in ORS 656.029.
- 6.6.2. If Contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, Contractor shall provide such Workers' Compensation and unemployment coverage benefits at his sole cost and expense and shall provide proof of such insurance and benefits at County's request.

**PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS**

6.7. Contractor represents that he has filed Federal and State income tax returns (a) in his business name or (b) on a business Schedule C as part of his personal income tax returns, if Contractor provided consulting services as an independent contractor during the previous calendar year.

6.8. Contractor represents that he is customarily engaged in an independently established business. To that end, Contractor represents that at least three (3) of the following apply to Contractor's business (initial those that apply):

6.8.1. ER Contractor maintains a business location that is separate from the business or work location of the person for whom the services are provided or that is in a portion of Contractor's residence and that portion is used primarily for the business.

6.8.2. ER Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed price contracts; Contractor is required to correct defective work; Contractor warrants the services provided; or Contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

6.8.3. ER Contractor provides contracted services for two (2) or more different persons within a 12-month period, or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

6.8.4. ER Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.

6.8.5. ER Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

7. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State and local laws, rules and regulations on non-discrimination in employment, because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

8. NOTICES

Any notice required or permitted under this Agreement shall be in writing.

8.1. Notices shall be deemed given when:

8.1.1. Actually delivered, or

8.1.2. Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last know address.

8.2. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Tillamook County
Attn: Michael soots
201 Laurel Avenue
Tillamook, Oregon 97141
503-842-3406
msoots@co.tillamook.or.us

CONTRACTOR: Prevailing Communications
Tim Roach
1405 Ekroth Rd.
Bay City, Oregon 97107
503-322-2468
prevailing@oregoncoast.com

9. STATUTORY PUBLIC CONTRACT PROVISIONS

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

10. CONFLICT OF INTEREST

Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

11. RECORDS

Contractor shall create and maintain records in accordance with generally accepted standards of Contractor's practice and the records requirements of County. The records shall remain the property of County and be made available to County upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

**PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS**

12. AUDIT

Contractor shall maintain records to assure adequate performance and accurate expenditures within the Agreement period. Contractor agrees to permit County, the State of Oregon, the Federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds. Any independent audit report of Contractor's activities or finances prepared for Contractor shall be submitted to the County Board of Commissioners.

13. MONITORING

Contractor agrees that services provided under this Agreement by Contractor; facilities used in conjunction with such services; client records; Contractor's policies, procedures, performance data, financial records and other similar documents and records of Contractor, that may pertain to services under this Agreement, shall be open for inspection by County's agents at any reasonable time during business hours. Contractor agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State Archivist of Oregon.

14. CONSTRAINTS

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

GENERAL PROVISIONS

15. INTEGRATION

This Agreement supersedes all prior oral or written Agreements between Contractor and County regarding this project. It represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this Agreement.

16. SAVINGS

Should any clause or section of this Agreement be declared by a Court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

17. WAIVER; MODIFICATION

Failure by County to enforce any provision of this Agreement does not constitute County's continuing waiver of that provision, any other provision, or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written, signed consent of both parties.

18. LIABILITY; INDEMNIFICATION

County has relied upon the ability, qualifications and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all of his services will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless County, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceeding arising from or relating to the negligence of Contractor in connection with the performance of any services hereunder. Notwithstanding the foregoing, where applicable, Contractor shall be deemed an agent of County, for the sole purposes of tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this Agreement, indicating proof of insurance coverage with limits not less than \$100,000 property damage per claimant, \$200,000 all other claims per claimant and \$500,000 all claims. Such insurance shall be evidenced by Certificate of Insurance provided to the County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. Also, an Endorsement shall be issued by the company showing the County as an additional insured and containing a thirty (30) day Notice of Cancellation endorsement.

19. JURISDICTION; LAW

This Agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

20. LEGAL REPRESENTATION

In entering into this Agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with Counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

21. ATTORNEYS' FEES

Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

22. LANGUAGE

The headings of the Agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

23. SUBCONTRACTING

Any subcontract ad infinitum of this Agreement shall express the General Provisions section of this Agreement or incorporate it by reference.

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/////

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

ACKNOWLEDGEMENT:

EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Approved as to form and content this 2nd day of June, 2008.



Paul Levesque
Contract Officer

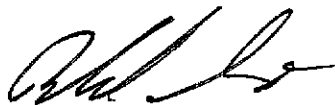
Dated this 17 day of June, 2008.

CONTRACTOR: Prevailing Communications



Tim Roach
1405 Ekroth Rd.
Bay City, Oregon 97107
503-322-2468
prevailing@oregoncoast.com

Dated this 20th day of June, 2008.



Michael Soots
All county Departments

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

PROJECT PROPOSAL

Contractor shall:

- Perform individual projects related to radio installation, maintenance, or repair as directed by the County.
- Perform individual projects related to vehicle interior and exterior modifications to accommodate County needs related to law enforcement and public safety.
- Contractor shall perform such services in a good and workmanlike manner, recognizing the possible extreme adverse conditions and take all appropriate steps to ensure reliable installations.
- Contractor shall provide a minimum sixty (60) days warranty on all installation labor and materials.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

STATUTORY PUBLIC
CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the Contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a sub-contractor by any person in connection with the Contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or sub-contractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any sub-contractor in connection with the performance of the Contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this Contract involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such service.

PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS

7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

Contractor's employees shall be paid at least time and one-half (1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by Contractor shall receive at least time and one-half (1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The Contractor must give notice to employees who work on this Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. All employers working under the Contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
10. The Contract may be cancelled at the election of owner for any willful failure on the part of Contractor to faithfully perform the Contract according to its terms.

**PERSONAL SERVICES AGREEMENT
TILLAMOOK COUNTY and PREVAILING COMMUNICATIONS**

<p>Form W-9 (Rev. November 2005) <small>Department of the Treasury Internal Revenue Service</small></p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>																																
<p>Print or type See specific instructions on page 2</p>	<p>Name (as shown on your income tax return) Timothy James Reach</p> <p>Business name, if different from above Prevailing Communications</p> <p>Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other</p> <p>Address (number, street, and apt. or suite no.) 14205 Ekroth Rd.</p> <p>City, state, and ZIP code Bay City OR 97107</p> <p>List account number(s) here (optional)</p>																																	
<p>Part I Taxpayer identification number (TIN)</p> <p>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 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 <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p> <table style="width:100%; border: none;"> <tr> <td style="border: none; width: 60%;">Social security number</td> <td style="border: none; width: 40%; text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td align="center" colspan="10">OR</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> </table> </td> </tr> </table>			Social security number	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td align="center" colspan="10">OR</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> </table>											OR										Employer identification number									
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Employer identification number																																		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. person (including a U.S. resident alien). <p>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 4.)</p> <table style="width:100%; border: none;"> <tr> <td style="border: none; width: 20%;">Sign Here</td> <td style="border: none; width: 60%;">Signature of U.S. person</td> <td style="border: none; width: 20%;">Date</td> </tr> </table>			Sign Here	Signature of U.S. person	Date																													
Sign Here	Signature of U.S. person	Date																																
<p>Purpose of Form</p> <p>A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> 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. <p>In 3 above, 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.</p> <p>Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>For federal tax purposes, you are considered a person if you are:</p> <ul style="list-style-type: none"> • An individual who is a citizen or resident of the United States, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or • Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(e) and 7(a) for additional information. <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p> <p>The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:</p> <ul style="list-style-type: none"> • The U.S. owner of a disregarded entity and not the entity. 																																		
Cat. No. 10231X		Form W-9 (Rev. 11-2005)																																

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/17/2008

PRODUCER (503)692-1520 FAX (503)692-1299
KBI Insurance, Inc
P.O. Box 888
18660 S.W. Boones Ferry Rd.
Tualatin, OR 97062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Timothy James Roach
DBA PREVAILING COMMUNICATIONS
14205 EKROTH RD.
BAY CITY, OR 97107

INSURER A: AMCO INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

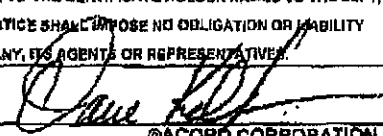
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	ACP7560958324	08/23/2007	08/23/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATO-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
TILLMOOK COUNTY IS ADDED AS ADDITIONAL INSURED PER FORM CG 20 10 10 01.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

TILLMOOK COUNTY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

ACORD 25-S (7/97)

©ACORD CORPORATION 1988

Insured: PREVAILING COMMUNICATION
POLICY NUMBER: ACP7560958324

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

TILLAMOOK COUNTY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than Service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed;

or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01 © ISO Properties, Inc., 2000 Page 1 of 1

P. 02/02

FAX NO.

JUN-17-08 TUE 01:00 PM KBI INS