

SUP CHECKLIST

- Application App Fee
- Facility Supervisor Review
- Security Review
- General Manager Review
- Commission Approval
- Usage Fee
- Insurance Certificate
- SUP Issued

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Assistant  
 Port of Newport  
 600 SE Bay Blvd.  
 Newport, Oregon 97365  
 khewitt@portofnewport.com

This application must be completed, signed, and submitted with a nonrefundable \$100.00 application fee, to be paid in cash, by check or by credit card. Any usage fees required of the applicant must be submitted prior to the special use permit being issued by the Port of Newport. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. At least 45 days' notice is recommended.

Event Name: Shop at the Dock

Event Date: July 13, 20, 27 August 3, 10, 17 - 2018 Time(s): 9:30am-1pm (tours start at 9:30, 10, 10:30, 11)

Total Days: 6

Location: Port Docks 5 and 3

Facilities to Be Used: Participants meet guides on sidewalk near benches, tour takes place on Port Docks 5 and 3.

Set-up Dates and Start Times: set up dates same as tour dates, see above. Set up time at 8:45am.

Take-down Dates and End Times: take down dates same as tour dates see above. Take down time 12:30-1pm

Estimated Number of Participants: \_\_\_\_\_ Contestants: no contestants

Vendors / Volunteers: 3 volunteers, 5 staff members

Attendees: 500 total, usually about 80 per day.

Applicant / Signer: OREGON STATE UNIVERSITY <sup>KB</sup>  
 Kaety Jacobson

Mailing Address: 1211 SE Bay Blvd. Newport, OR 97365

Telephone: 541-270-5796 E-mail Kaety.Jacobson@oregonstate.edu

Contact Person (if different than applicant): \_\_\_\_\_

Contact Person's address, phone number and e-mail: \_\_\_\_\_

Page 1 of 4 OSU Authorized Signer: Karol Barker 6-13-18  
 Karol Barker  
 Procurement Analyst

195122

How will the Port of Newport be featured in your marketing/sponsorship promotions?

The Port of Newport name/logo is included in our Shop at the Dock flyer and the tote bag that we give out to participants. The Port of Newport is also included as listed partner in our press release materials. Port of Newport volunteers are also present at our events. The port is also able to place any promotional materials about the port into our tote bags that we give out to participants.

The following criteria may be used by the Port management to fully or partially waive the usage fee:

1. Is the applicant a non-profit or a for-profit entity? Non-profit
2. Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes? Event is free, there are no proceeds.
3. What is the Port's cost to provide services for the event? There is no cost to the port.
4. Does the event provide any direct benefit to the Port? Yes, the port is featured in our marketing materials for the events. Port of Newport volunteers are also present to answer questions about the Port.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2018

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

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

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210  www.bbnw.com	CONTACT NAME: Bianne Tyerman	FAX (A/C, No): 503-274-6524
	PHONE (A/C, No, Ext): 503-790-9335	E-MAIL ADDRESS: btyerman@bbnw.com
INSURED Oregon State University 3015 SW Western Blvd Corvallis OR 97333	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Public Universities Risk Mgmt & Insurance Trust	NAIC #
	INSURER B: United Educators Ins	10020
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**                                      **CERTIFICATE NUMBER: 42808387**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	L34-63M	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ \$1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED:                  RETENTION \$		L34-63M	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ \$25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: The Oregon Sea Grant/OSU Extension's "Shop at the Dock" program will take place on the Port of Newport's port docks 3 and 5 on July 13, 20, 27 and August 3, 10, 17. Shop at the Dock takes members of the public on guided tours of Port Docks 5 and 3 to learn about the commercial fishing industry - Port Docks 3, and 5  
General Liability Policy includes Blkt Additional Insured coverage (except w/respect to Autos) as required by written contract or agreement per form BLX 06/2008 Attached.

**CERTIFICATE HOLDER****CANCELLATION**

Port of Newport  
600 SE Bay Blvd  
Newport OR 97365

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

Ron Graybeal

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profit entity under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;

- c. any entity listed on Schedule A of this Policy; and
- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
  - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
  - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
  - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
  - (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
  - (2) are subsequently accepted for coverage by **us** and named on the Policy.

**Included Entity's Products** means goods or products manufactured, sold, tested, handled, or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

**Insured** means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
  - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
  - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
  - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
  - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
  - (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;



600 S. E. BAY BLVD | NEWPORT, OREGON 97365 | (541) 265-7758 | FAX (541) 265-4235

Mr. Mathew Meyring  
California Seafoods, LLC.  
Director of California Operations  
2208 Signal Place  
San Pedro, CA 90731

14 June 2018

Dear Mr. Meyring:

Thank you for choosing the Port of Newport for your temporary squid buying operation for the next two months. We are very appreciative of the opportunity to work with you and intend to provide the best services possible in support of your business. Because of the size of your equipment and the footprint of your operation, our Director of Operations has determined that the best location for your operation is at the Newport International Terminal pier to prevent impacts to local commercial fishermen who are presently offloading and conducting maintenance at the Port's Hoist Dock.


Our staff believe vessels with which you are working meet the exemption requirements for dockage rates under the dockage rules of the International Terminal Tariff No. 1. We will provide you with use of the Newport International Terminal under the following terms:


1. The Port's standard rates and fees apply for all your activity at the Port.
2. Setup fee for your operation is \$1,500; the tear-down fee is an additional \$1,500.
3. The Port's wharfage fee for offloading squid is \$6.25 per U. S. ton (2,000 pounds) or \$0.003125 a pound. The determining factor on weight will be fish tickets reported to the State of Oregon. Copies of these documents will be provided to the Port's main office weekly, no later than 5:00 PM each Friday.
4. Work performed after 5:00 PM and before 8:00 AM is subject to the Port's overtime labor rate in accordance with our standard rates and fees. Please be aware that new Port rates will take effect 1 July 2018.

We will do our best to be as flexible as possible so that a forklift operator is available when you need, with reasonable accommodations made for personnel emergencies experienced by the Port. Please coordinate your operations with Don Moon, the Terminal Supervisor.

The Port of Newport maintains a 1200Z storm water permit at the International Terminal, and we are highly conscious of impacts to the environment. As such, the work area shall be kept clean of fish/squid waste, and any hazardous material shall be contained and cleaned at California Seafood LLC's expense. If not cleaned as determined by the Terminal Supervisor, you will be notified in writing and given one week to address environmental discrepancies; if not cleaned thereafter, Port staff will complete the cleanup or contract for cleanup at California Seafood LLC's expense. Stick water shall be pumped back into the fish holds of the discharging vessels and disposed of appropriately at sea.

We appreciate your business!

  
Doug Parsons  
General Manager

  
CALIFORNIA Seafoods  
805-320-1705

Serving the Maritime & The Recreational Communities  
Newport Int. Terminal (541) 265-9651 Newport Marina South Beach (541) 867-3321