



## PUBLIC MEETING: Port Commission Special Meeting

DATE: Tuesday, **January 6, 2026, 6:00 PM**

LOCATION: <https://us02web.zoom.us/j/85806615790>

### AGENDA

- 1) Commission meeting called to order
  - a. Roll Call
  - b. Modifications, Additions, and Changes to the Agenda
- 2) Special Presentations and Reports by Outside Resources, Staff, and Government Officials
  - a. Sternwheeler Winter Plan – Jim Andrews, JettyLight – **Page 2**
- 3) Business Action Items
  - a. Consider the Professional Services Contract for the Bridge of the Gods Centennial Celebration Event Director – **Page 17**
  - b. Adopt Resolution 2026-1 A Resolution Opting to Limit Liability for Certain Claims Arising From The Use Of Public Trails or Structures in Public Easements and Unimproved Right-of-Way Pursuant to ORS.105.668 – **Page 29**
  - c. Approve Proposed Update to Employee Handbook – Holiday Pay – **Page 35**
- 4) Adjournment

### IMPORTANT DATES

**Monday, January 19, 2026**

Port Office Closed – Martin Luther King, Jr

**Tuesday, January 20, 2026**

Port Commission Meeting



# STERNWHEELER WINTER PLAN

JettyLight LLC  
Jim Andrews/ Steve Caputo  
January 6, 2026

# AGENDA

Background

Breakaway Incident

2024-2025 Winter

2025 Fall/Winter

Options

Recommendations





# BREAKAWAY ROOT CAUSES - NTSB



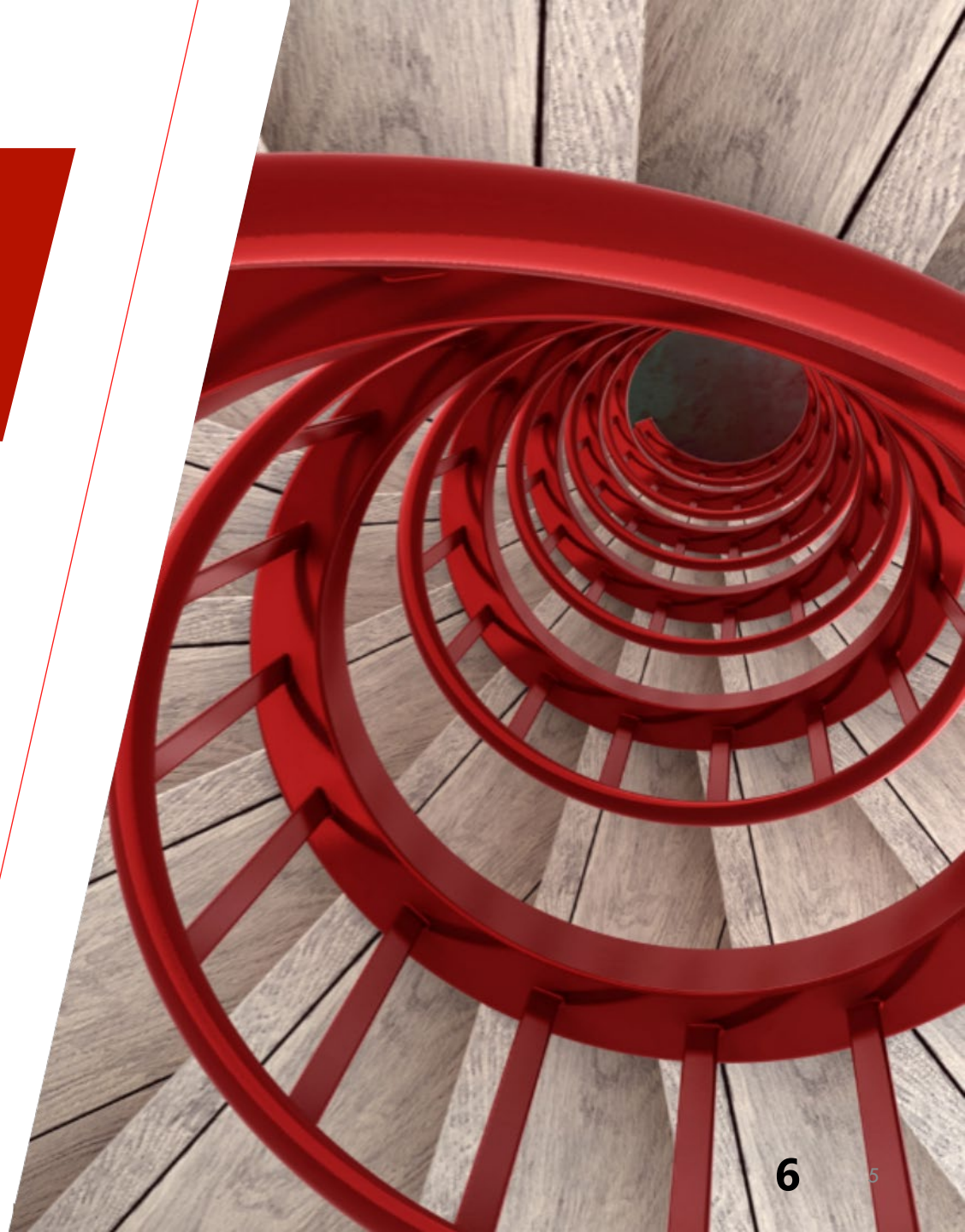
# 2024-2025 WINTER PLAN



# LESSONS LEARNED FROM OPERATING IN PORTLAND

## **Port of Vancouver for Passenger Ops – JT Marine Shipyard for Layberth**

- Alignment of planning allowed Sternwheeler to earn revenue to partially offset cost of remote operations in Portland.
- Mooring arrangements in Vancouver and JTM shipyard were extremely expensive.
- With December operations and ongoing maintenance, Sternwheeler personnel were active in Vancouver over the winter.



# 2025-2026 WINTER PLAN

Uphill Battle to Go Down River

# FROM LATE AUGUST THROUGH DECEMBER 2025

## PORT OF VANCOUVER

No berths available

## DOWNRIVER OPTIONS

- Passenger Operations
  - Breakwater
  - Port of Camas/Washougal
  - 4 private marinas
  - Tidewater Marine
  - Vigor Shipyard
  - Port of Portland
  - University of Portland
  - Portland Marine Museum
  - OMSI

**ALL NEGATIVE**

## UPRIVER OPTIONS

- The Dalles
- Hood River

**ALL NEGATIVE**

## JT MARINE

- \$800 per day – no services
- 25% up front



**ATMOSPHERIC RIVER IN OREGON, SW WASHINGTON**  
**PORTLAND AREA COULD SEE 4-7 INCHES OF RAIN OVER NEXT FOUR DAYS**

**KGW8** th **NEWS**

# HISTORIC FLOODING ON THE WILLAMETTE

- **2 PRIVATE CHARTERS DEC 9 AND DEC 10**
- **ATMOSPHERIC RIVER CAUSED DANGEROUS DEADLY FLOODING IN PORTLAND**
- **BANKS OVERRUN, RAPID CONDITIONS, AND DAMAGING DEBRIS SWEEPED DOWN RIVER**
- **XMAS SHIPS CANCELLED - ACCESS TO DOCKS JEOPARDIZED**



# THREE VIABLE OPTIONS

## **PORTLAND - BERTH 502**

Not maintained. Terminal leased to entity not using dock

No electricity – mooring arrangement not ideal

Won't be free – but should be less than shipyard

Secure – but far

## **BRADFORD ISLAND - USACE**

Disused landing south shore of island and upriver of Bonneville Dam

Protective lee from northeasterlies

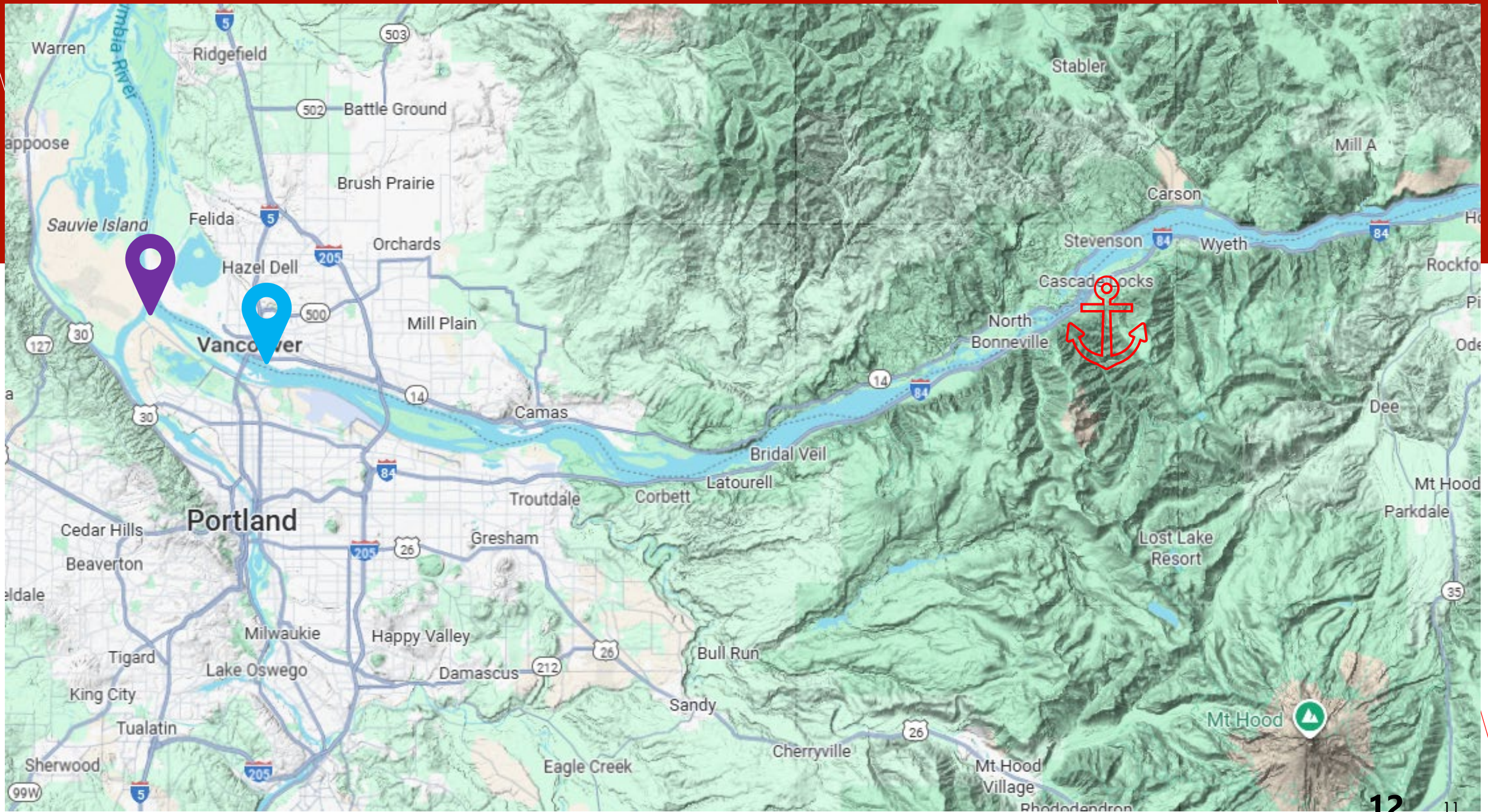
Working to gain permission from USACE to use for lay berth

Needs some refurbishment for crew use – not currently viable for passenger operations

## **STERNWHEELER DOCK**

Quick response crew making frequent rounds on mooring

Water/electrical/sewage hookup economical and safe



# CONFIRM WE ARE MOVING IN THE DIRECTION OF SAFETY

Wind patterns have been out of the south and west, not the east and northeast.

High winds are not the only danger to the Sternwheeler.

JettyLight's ability to pre-emptively position the boat for safety – and respond in the aftermath of an event – are a function of crew proximity.



# CONCLUSION

**GORGE WINDS ARE NOT THE ONLY SOURCE OF DANGER FOR THE STERNWHEELER**

**THE CONDITIONS THAT CONSPIRED FOR THE BREAK-AWAY HAVE BEEN ADDRESSED**

**CREW PROXIMITY/ACCESS TO THE VESSEL IS THE MOST CRUCIAL INGREDIENT DURING WINTER**

**WE WILL NOT BE CAUGHT ON OUR HEELS TWICE**

6 tons of potable water in the bow – fuel tanks completely filled – vessel sitting low in the water

Every mooring line is less than 1 year old – no chain

Captain Caputo – decades of experience, watching forecasts (winds, river flow, freezing) and prepositioning crew & vessel.

**PURSUING OPTION TO DUCK BEHIND FT RAINS FOR NE WINDS EXCEEDING 75 KTS GUST.**

# THANK YOU / DISCUSSION

**Jim Andrews**

**[jim@jettylight.com](mailto:jim@jettylight.com)**

**[www.sternwheeler.com](http://www.sternwheeler.com)**



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## **PORT COMMISSION REPORT**

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**TO:** PORT COMMISSION

**FROM:** JEREMIAH BLUE, EXECUTIVE DIRECTOR

**SUBJECT: APPROVAL OF PERSONAL SERVICES AGREEMENT –  
CENTENNIAL CELEBRATION EVENT PLANNING SERVICES**

**DATE:** JANUARY 6, 2026

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### **Introduction**

In 2026, the Port of Cascade Locks will commemorate the centennial of the Bridge of the Gods, a historically and economically significant asset to the Port and the Columbia River Gorge region. The Centennial Celebration is planned as a multi-day community event intended to honor the bridge’s legacy while supporting tourism, local business activity, and regional engagement.

The Centennial Celebration supports the Port’s Strategic Plan (2024–2029) goals related to tourism support, community engagement, and promotion of Port assets. Due to the scale and complexity of the event, professional event planning services are required to coordinate logistics, sponsorships, vendors, marketing, and on-site operations.

The proposed Personal Services Agreement is with Outdoor Viewfinder, LLC, an Oregon-based event production firm with experience coordinating large-scale festivals and public events.

Under the agreement, the contractor will provide overall planning and coordination for the Bridge of the Gods Centennial Celebration, including sponsorship management, vendor coordination, equipment and service procurement, and on-site event execution. The agreement includes a detailed Scope of Work and Compensation as Exhibit A.

The contract was prepared by the Port’s legal counsel, Tommy Brooks.

**Fiscal Impact**

- Contractor compensation and expenses: \$26,500
- Port-paid event vendor costs: \$19,050
- Estimated total event cost: \$45,550

Payments are milestone-based. The contractor will receive additional compensation equal to 25% of sponsorship revenue obtained, while the Port will retain all merchandise sales revenue. Funds for the contract and associated event costs are included in Centennial planning and budgeting.

**Recommendation**

Staff recommends the approval of a Personal Services Agreement with Outdoor Viewfinder, LLC for event planning services related to the Bridge of the Gods Centennial Celebration, and authorize the Executive Director to execute the agreement and administer the contract.

**Recommended Motion**

Move to approve the Personal Services Agreement with Outdoor Viewfinder, LLC for Centennial Event Planning Services related to the Bridge of the Gods Centennial Celebration, and authorize the Executive Director to execute the agreement and administer the contract.

## **PERSONAL SERVICES AGREEMENT FOR EVENT PLANNING SERVICES**

This Personal Services Agreement for Event Planning Services (the "Agreement"), is made and entered into by and between the Port of Cascade Locks, an Oregon port district organized under ORS Chapter 777 ("Port") and Outdoor Viewfinder LLC, an Oregon limited liability company ("Contractor").

### **RECITALS**

**WHEREAS**, Port desires to engage Contractor to provide event planning services related to the Port's centennial celebration of the Bridge of the Gods ("Services"); and

**WHEREAS**, Contractor is willing and qualified to perform the requested Services;

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the Parties agree as follows:

**1. Contractor's Scope of Services**

Contractor shall perform the Services in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services, which is attached hereto as **Exhibit A** (the "Work" or the "Services") and by this reference is made a part of this Agreement. The Port, through its Executive Director, and Contractor, may revise the specific Work requested to achieve the purposes of this Agreement, provided that any changes to the Work shall be mutually agreed to in writing in advance of the undertaking.

**2. Effective Date and Duration**

This Agreement shall become effective as of the date of execution, and shall continue through the date all Work is completed (the "Term").

**3. Contractor's Fee and Payment**

**A. Fees**

The Port shall pay Contractor for the Services performed under this Agreement as set forth in Exhibit A.

**B. Payment Schedule**

Payments shall be made upon receipt of invoices based upon the Work completed. Invoices shall be submitted by Contractor on a periodic basis, with the last invoice submitted no later than 60 days after the final completion of the Work. Payment by the Port shall release the Port from any further obligation for payment to Contractor for Services performed or expenses incurred as of the date of the invoice. Payment shall be made only for Work actually completed or expenses actually incurred as of the date of invoice. Payment shall not be considered acceptance or approval by the Port of any work or waiver of any defects therein.

**D. Cost Records**

Contractor shall furnish cost records for all invoices to substantiate all charges. For such purposes, the books of account of the Contractor shall be subject to audit the Port. Contractor shall complete work and cost records for all billings in accordance with generally accepted accounting principles.

**E. Contractor Identification**

Contractor shall furnish to the Port its employer identification number, as designated by the Internal Revenue Service, or social security number, as the Port deems applicable.

**F. Payment – General**

- 1)** Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor represents and warrants that Contractor has complied with, and will continue to comply with, all Oregon state and local tax laws before the execution of this Agreement, and throughout the term of this Agreement. Failure to comply with this provision is a breach and the Port may terminate this Agreement for cause.
- 2)** If applicable, Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. If applicable, Contractor shall comply with ORS 652.220 (prohibition on discriminatory wage rates). Compliance with such provision is a material element of this Agreement. Failure to comply with this provision is a breach and the Port may terminate this Agreement for cause.
- 3)** 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 the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which 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.
- 4)** Except where the Port will make such payments, Contractor shall make payments promptly, as due, to all persons supplying services or materials for work covered under this Agreement. Contractor shall not permit any lien or claim to be filed or prosecuted against the Port on account of any Services or materials furnished.
- 5)** If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor, materials, or services furnished to Contractor by any person as such claim becomes due, the Port may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor. The payment of the claim in this manner shall not relieve Contractor or its surety from obligation with respect to any unpaid claims.
- 6)** Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Work provided under this Agreement, including, without limitation, ORS 279B.020 (labor hours), ORS 279B.220 (payment conditions), ORS 279B.230 (medical care and workers' compensation), ORS 279B.235 (labor hours and pay rates), ORS 279B.225 (salvaging of materials) and ORS 279B.045 (tax laws).
- 7)** Contractor shall maintain, at its own expense, worker's compensation insurance for all subject workers as required by ORS Chapter 656 and meeting the minimum requirements therein.

**4. Ownership of Documents: Records**

- A. The Port shall be furnished, at no additional cost to the Port, copies of all draft and final documents related to the Work, if any. The Port shall have unlimited authority to use final materials received from Contractor in any way the Port deems necessary. Any use, re-use, or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the Port's sole risk, unless written permission has been received from Contractor prior to any such use.
- B. Upon request by Contractor, the Port shall make copies for the use of Contractor and without cost to Contractor, Port records pertinent to the Work to be performed by Contractor pursuant to this Agreement.
- C. The Port shall own only those final documents related to the Work that Contractor provides to the Port pursuant Section 4(A).

**5. Assignment and Delegation**

Neither party shall assign, subcontract, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented, which consent shall be in the sole discretion of the non-assigning party. If the Port agrees to assignment of tasks to a subcontractor, Contractor shall remain fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by the Port of any subcontractor or assignment, nor anything contained herein shall be deemed to create any contractual relation between any subcontractor and the Port.

**6. Contractor is an Independent Contractor**

- A. The Port shall be entitled to provide input to Contractor with respect to the Work, but Contractor is not subject to the direction and control of the Port. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B. Contractor is not an employee of the Port. Contractor acknowledges Contractor's status as an independent contractor and acknowledges that Contractor is not an employee of the Port for purposes of any law. All persons retained by Contractor to provide services under this Agreement are employees or agents of Contractor and not of the Port. Contractor acknowledges that it is not entitled to benefits of any kind to which a the Port employee is entitled, and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or an administrative agency to be an employee of the Port for any purpose, the Port shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the Port or a third party) as a result of said finding, and to the full extent of any payments that the Port is required to make (to Contractor or to a third party) as a result of said finding.
- C. Contractor hereby represents that no employee of the Port or any partnership or corporation in which a Port employee has an interest, has or will receive any remuneration of any type from Contractor, either directly or indirectly, in connection with the performance of this Agreement, except as specifically declared in writing.

- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System, and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor certifies that it currently has an appropriate business license or will obtain one prior to delivering Services under this Agreement.
- F. Contractor is not an officer, employee, or agent of the Port as those terms are used in ORS 30.265.

**7. Indemnity**

- A. The Port has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor represents to the Port that the Services under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Contractor's profession under similar conditions and circumstances, as well as the requirements of applicable federal, state, and local laws. Acceptance of Contractor's Work by the Port shall not operate as a waiver or release of any right or remedy that may be available by the Port under law. Acceptance of documents by the Port does not relieve Contractor of any responsibility for negligent or wrongful design, replacement, and/or repair deficiencies, errors, or omissions.
- B. Contractor shall fully defend, indemnify, and hold harmless the Port, its employees, board members, officers, volunteers, and agents, from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, equitable relief, personal injury, and wrongful death, whether brought by an individual or any other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the Contractor, its employees, board members, volunteers, or agents. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs and expenses, and any reimbursements to the Port for any and all legal fees, expenses, and costs incurred by the Port in connection therewith.

**8. Insurance**

Contractor and its subcontractors shall maintain insurance in amounts and coverage that are acceptable to the Port in full force and effect throughout the term of this Agreement. Such insurance shall cover risks arising directly or indirectly out of Contractor's Services hereunder, including the operations of approved subcontractors. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of the Port and that any other insurance maintained by the Port is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverages:

- A. Commercial General Liability Insurance  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement and Product and Completed Operations. Such insurance shall be primary and non-contributory. The following insurance will be carried: Coverage Limit General Aggregate: \$2,000,000 per occurrence and 3,000,000 in the Aggregate.

- C. Workers' Compensation Insurance the Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers.

Out of State Contractors must provide workers' compensation coverage for their workers that complies with ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

- D. Additional Insured Provision  
The Commercial General Liability Insurance Policy and Automobile Policy shall name the Port, its officers, directors, volunteers, and employees as additional insureds with respect to any liabilities that occur in connection with this Agreement.

- E. Notice of Cancellation or Non-Renewal  
Contractor is responsible to provide the Port at least 30 days' written notice prior to any cancellation, material change, or intent to not renew insurance coverage. Any failure to comply with this provision will not affect the insurance coverage owed to the Port under this Agreement. The 30 days' notice of cancellation provision shall be physically endorsed onto the policy.

- F. Insurance Carrier Rating  
Coverage provided by the Contractor must be underwritten by an insurance company or Pool deemed acceptable by the Port. The Port reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- G. Certificates of Insurance  
As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the Port upon request.

- H. Primary Coverage Clarification  
The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the Port is excess and is not contributory insurance for any reason regarding the insurance required in this section.

- I. Cross-Liability Clause  
A cross-liability clause or separation of insureds clause will be included in general liability.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days' prior notice to the Port.

Such policies or certificates must be delivered prior to commencement of the Work. Thirty days' cancellation notice shall be provided to the Port by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of the Services with this Agreement.

**9. Termination Without Cause**

At any time and without cause, the Port shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days’ written notice to Contractor. If the Port terminates the Agreement pursuant to this paragraph, it shall pay Contractor for Services rendered through the effective date of termination.

**10. Breach and Remedy**

Upon breach of this Agreement, the parties shall have all rights and remedies provided by law or under this Agreement. In addition, in the event of a breach of this Agreement by Contractor, the Port may complete the work or remedy the issue either itself, by agreement with another contractor, or by a combination thereof. The Port may deduct the cost of completing the work or remedying the issue identified in the notice of breach from the remaining unpaid balance of the fee(s) owed to Contractor under this or other Agreements, if any.

**11. Non-Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement, or to exercise any rights hereunder, shall not be construed as a waiver or relinquishment of its rights to assert or rely upon such terms or rights on a future occasion.

**12. Method and Place of Giving Notice, Submitting Bills, and Making Payments**

All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or email. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>Port</b>	<b>Contractor</b>
Attn: Executive Director	Attn: Outdoor Viewfinder, LLC
Address	Address: 1631 NE 142nd Ave., Portland, OR 97230
Phone	Phone: 503.705.6769
Email Address:	Email Address: <a href="mailto:bridgeofthegodsc@gmail.com">bridgeofthegodsc@gmail.com</a>

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when emailed, shall be deemed given upon receipt by the Port’s servers. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given, by giving written notice pursuant to this paragraph.

**13. Merger**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms, and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

**14. Force Majeure**

Neither the Port nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the

part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather, or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.

**15. Non-Discrimination**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**16. Errors**

If requested by the Port, Contractor shall perform such additional work as may be deemed necessary by the Port, to correct errors in the Work required under this Agreement, without undue delays and without additional cost.

**17. Governing Law**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**18. Conflict Between Terms**

Should there be a conflict between the terms of this Agreement and Exhibit A or any proposal submitted by Contractor in connection with this Agreement, the terms of this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of any conflicting proposal.

**19. Access to Records**

the Port shall have access to such books, documents, papers, and records of Contractor that are pertinent to this Agreement for the purpose of making an audit, examination, copies, excerpts, and transcripts.

**20. Audit**

Contractor shall maintain records to help ensure conformance with the terms and conditions of this Agreement, and to help ensure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit the Port, the State of Oregon, the federal government, and their duly authorized representatives, to audit all records pertaining to this Agreement for such purpose.

**21. Severability**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity of the remaining terms and provisions of the Agreement shall not be affected, and the remaining terms and provisions of the Agreement shall be in full force and effect.

**22. Complete Agreement**

This Agreement and the attached exhibits constitute 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 instances and for the specific purpose given. There are no other

understandings, agreements, or representations, oral or written, regarding the subject matter of this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the undersigned duly authorized representatives of each party, effective as of the Effective Date defined above.

**Port of Cascade Locks**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**Outdoor Viewfinder, LLC**

*Jason Waicunas*  
\_\_\_\_\_

Signature  
Jason Waicunas, Festival Producer

\_\_\_\_\_  
Print Name & Title

December 29, 2025  
\_\_\_\_\_

Date

**EXHIBIT A**  
**SCOPE OF WORK/COMPENSATION**

General Work Tasks:

- 1 – Lead the Port’s planning efforts for the Bridge of the Gods Centennial Celebration (“Centennial”)
- 2 – Coordinate with Port staff to determine specific Centennial activities.
- 3 – Finalize Centennial sponsorships and manage all sponsor activities
- 4 – Acquire/Provide all equipment needed by sponsors and attendees
- 5 – Finalize and manage all contracts with vendors providing services or equipment to the Centennial

Specific Work Tasks and Budget:

- Wind River Publishing for CL Ad: \$250.00
- CL School Field Lot (Parking): \$400.00
- Hood River Garbage (1 Dumpster): \$150.00
- Pacific Crest Imprint 1/4 ad in Skamania Mag and 1000 postcards: \$400.00
- Molly / We are Unicorns / Social Media Management: \$1500.00
- PCP - Rental Tables and Chairs for Sponsor Booths: \$1200.00
- The Landmark Project - 200 Shirts: \$2000.00
- Oregonian Ads (online and print): \$3000.00
- WW-Scene Think Ad (online): \$100.00
- Minuteman Press - Poster Printing: \$150.00
- KOIN6 - Ad Campaign (TV and online): \$3000.00
- Accend Audio - Rental Gear for Live Music: \$1500.00
- Live Music: \$1000.00
- Bishop Sanitation - Portopotties: \$1500.00
- International Tactical Security - 2 officers per day for 10 hours per day for 2 days @\$55/hour: \$2200.00
- FedEx - Printed Volunteer Documents: \$150.00
- Uhaul Truck for tables, chairs, signs, etc.: \$450.00
- ASCAP for music licensing: \$100.00

Total \$19,050.00 - line items above will be billed to and paid by the Port.

Contractor Compensation

- January to July - 10 hours per week / 301 total hours @ \$40/hour = \$12040.00
- August to September (festival dates) - 15 hours per week / 129 total hours @ \$40/hour = \$5160.00
- Jason’s time at the festival - Friday through Sunday = \$1500.00

Total for Jason’s hours: \$18,700.00

Contractor Expenses

- Event Insurance: \$1800.00
- Coordinator Team - \$4000.00

- Team house rental - \$1400.00
  - Office supplies, etc. - \$300.00
- Total expenses: \$7800.00

Total payout to Contractor for hours and costs: \$26,500.00

Additional Compensation of obtaining sponsorships: 25% of sponsor revenue

Port keeps all merchandise sales (shirts, hats, etc.).

For any costs not listed above, Contractor shall obtain the Port's consent prior to incurring the cost.

The Port will pay Jason \$13,325.00 (50% of the balance) by May 1, 2026 and the final payout of \$13,325.00 plus 25% of the sponsor revenue by September 1, 2026.

Overall cost of the festival: \$45,550.00

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## PORT COMMISSION REPORT

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**TO:** PORT COMMISSION

**FROM:** JEREMIAH BLUE, EXECUTIVE DIRECTOR

**SUBJECT: ADOPT RESOLUTION 2026-1 A RESOLUTION OPTING TO LIMIT LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF PUBLIC TRAILS OR STRUCTURES IN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS-OF-WAY PURSUANT TO ORS 105.668**

**DATE:** JANUARY 6, 2026

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### **Introduction**

ORS 105.668 provides limited immunity from negligence claims for personal injury or property damage arising from the use of trails or trail-related structures located within public easements or unimproved rights-of-way by non-motorized users. Covered uses include travel on foot, bicycle, equine, or other non-motorized conveyance.

Historically, this immunity applied automatically only to cities with populations of 500,000 or more, with smaller cities and counties permitted to opt in through adoption of a local regulation. Special districts were not previously eligible to opt in.

During the 2025 Legislative Session, the Oregon Legislature adopted Senate Bill 179 (2025 Oregon Laws, Chapter 220), which amended ORS 105.668(3) to extend opt-in authority to all “local governments” as defined in ORS 174.116, including special districts. This authority becomes effective January 1, 2026

### **What the Immunity Does — and Does Not Do**

What the Immunity Does:

- **Bars Negligence Claims:** Protects against lawsuits related to trail use within qualifying public easements or unimproved rights-of-way.
- **Extends Coverage:** Provides protection not only to the Port, but also to its officers, employees, and agents (as defined under ORS 30.285).

- Protects Partners: May extend immunity to abutting landowners and nonprofit volunteers who assist with trail construction or maintenance.

What the Immunity Does Not Do:

- Does Not Create New Duties: Opting in does not require the Port to build, improve, maintain, or provide access to any trails where a duty does not already exist.
- Does Not Expand Access: It does not grant the public any new rights to enter property or use trails where access is currently restricted.
- Does Not Cover Severe Misconduct: The immunity is void in cases of:
  - Gross negligence or reckless/intentional misconduct.
  - Compensated professional services.
  - Activities subject to strict liability.

### **Relevance to the Port of Cascade Locks**

The Port owns, manages, and operates properties and facilities that may include or interface with:

- Public easements or unimproved rights-of-way
- Pedestrian paths, stairs, bridges, or similar structures
- Areas already used by the public for walking, biking, or other non-motorized travel

Even where the Port does not own underlying land, the Port may face potential liability exposure due to operational involvement, maintenance activities, or proximity to public access routes.

Adopting the opt-in resolution is a risk-management measure that provides additional statutory protection without altering current operations or creating new obligations. The attached draft resolution is based on a standardized special-district template and may be adopted without modification or adjusted in the future if needed

### **Recommendation**

Staff recommends that the Commission adopt a resolution opting into the trail-use immunity provided under ORS 105.668 pursuant to the authority granted by Senate Bill 179, effective January 1, 2026.

A draft resolution is included in the Commission packet for review and consideration.

### **Recommended Motion**

Move that the Port of Cascade Locks Commission adopt Resolution No. 2026-1 A Resolution Opting to Limit Liability for Certain Claims Arising from the Use of Public Trails or Structures in Public Easements and Unimproved Rights-Of-Way Pursuant to ORS 105.668, effective January 1, 2026.

**PORT OF CASCADE LOCKS RESOLUTION NO. 2026-1**

**A RESOLUTION OPTING TO LIMIT LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF PUBLIC TRAILS OR STRUCTURES IN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS-OF-WAY PURSUANT TO ORS 105.668**

**WHEREAS**, the Port of Cascade Locks, a port district organized under ORS Chapter 777 (the “**District**”), constructs and maintains trails and other structures, both on District-owned property and in public easements or unimproved rights-of-way, within the District’s geographic boundaries in and around Cascade Locks, Oregon; and

**WHEREAS**, the District manages and maintains a variety of trails used by the public for recreation and transportation, which include, but are not limited to, the EasyClimb Trail System, segments of the Gorge 400 Trail, and various local access paths connecting the Port’s business park and waterfront; and

**WHEREAS**, the aforementioned trails are intended to serve as a non-exhaustive list provided solely to establish a factual basis for the District's ongoing role in trail management and the subsequent need for liability protections; and

**WHEREAS**, the District encourages (1) property owners to grant easements for public trail use and (2) private groups and their volunteers to construct and maintain trails and other structures in public easements or unimproved rights-of-way; and

**WHEREAS**, ORS 105.672 to 105.688 provides certain immunities from liability for owners of publicly or privately owned land (as well as to holders of easements on such land) who allow such land to be used, without charge, for recreational purposes; and

**WHEREAS**, ORS 105.668(2) provides that a personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on an equine or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against: (1) a city with a population of 500,000 or more, (2) the officers, employees or agents of the city to the extent the officers, employees or agents are entitled to defense and indemnification under ORS 30.285, (3) the owner of land abutting the public easement or unimproved right-of-way in the city, or (4) a nonprofit corporation and its volunteers for the construction and maintenance of the trail or the structures in a public easement or unimproved right of way; and

**WHEREAS**, ORS 105.668(3) allows cities with a population of less than 500,000 to opt into the trail use immunity by ordinance, resolution, rule, order or other regulation; and

**WHEREAS**, 2025 Oregon Laws Chapter 220, Section 1 (SB 179) amended ORS 105.668(3) to extend these opt-in rights to any “Local government,” as defined in ORS 174.116, including any port district organized under ORS Chapter 777; and

**WHEREAS**, the public uses the District’s trails for recreational purposes includes, but is not limited to, outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, walking, running, or bicycling, nature study, outdoor educational activities, waterskiing, winter sports, viewing or enjoying historical, archaeological, scenic or scientific sites or volunteering for any public purpose project as well as for non-recreational purposes (e.g., commuting); and

**WHEREAS**, the District believes it is important to protect and support the activities of the District, property owners, community groups, and volunteers that make trails available for public use; and

**WHEREAS**, the District desires to adopt the immunity from liability provided under ORS 105.668 to further the public interest by protecting and supporting the efforts and activities of the District, property owners, and other parties who construct and maintain trails and make such trails as well as unimproved right of ways available for public use.

**NOW, THEREFORE**, the Board of Directors of the District resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2026-1 (this “**Resolution**”) are hereby adopted.
2. Limitation on Liability. Pursuant to ORS 105.668(3), the District hereby adopts the limitation on liability provided under ORS 105.668(2). Without otherwise limiting the generality of the immediately preceding sentence, a personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on an equine or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against any of the following: (a) the District; (b) the officers, employees or agents of the District to the extent the officers, employees or agents are entitled to defense and indemnification under ORS 30.285; (c) the owner of land abutting the public easement or unimproved right of way in the District; or (d) a nonprofit corporation and its volunteers for the construction and maintenance of the trail or the structures in a public easement or unimproved right-of-way. For purposes of this Resolution, “structures” means improvements in a trail, including, but not limited to, stairs and bridges, that are accessible by a user on foot, on equine or on a bicycle or other nonmotorized vehicle or conveyance; “unimproved right-of-way” means a platted or dedicated public right of way over which a street, road or highway has not been constructed to the standards and specifications of the local government with jurisdiction over the public right of way and for which the local government has not expressly accepted responsibility for maintenance.

3. Exceptions. This Resolution does not grant immunity from liability: (a) except as provided in Section 2(b), to a person that receives compensation for providing assistance, services or advice in relation to conduct that leads to personal injury or property damage; (b) for personal injury or property damage resulting from gross negligence or reckless, wanton, or intentional misconduct; or (c) for an activity for which the actor is strictly liable without regard to fault.

4. Severability; Effective Date. For purposes of this Resolution, the singular includes the plural, and the plural includes the singular; the word “or” is not exclusive, and the words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, or portion of this Resolution is for any reason held invalid, unenforceable, or unconstitutional, such invalid, unenforceable, or unconstitutional section, subsection, sentence, clause, or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, or constitutionality of the remaining portion of this Resolution. This Resolution will be in full force and effect from and after its approval and adoption.

**ADOPTED** by the Board of Directors of the District on this 6<sup>th</sup> day of January, 2026.

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Brad Lorang  
Port Commission President

Attest:

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Jeremiah Blue

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## PORT COMMISSION REPORT

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**TO:** PORT COMMISSION

**FROM:** JEREMIAH BLUE, EXECUTIVE DIRECTOR

**SUBJECT: PROPOSED UPDATE TO EMPLOYEE HANDBOOK – HOLIDAY POLICY**

**DATE:** JANUARY 6, 2026

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### **Introduction**

The Port of Cascade Locks provides employees with a competitive paid leave and PTO package that includes paid holidays and a comprehensive PTO accrual structure.

The Port operates year-round, with certain functions operating on a continuous basis. While some operations, including the toll bridge and other non-exempt functions, operate 24 hours a day, other departments maintain defined schedules and public-facing hours.

As part of an ongoing review of the Employee Handbook, staff has identified opportunities to improve clarity and consistency within the holiday policy. The current policy includes observed holiday provisions that can create scheduling and payroll complexity and does not fully reflect the Port's operational structure.

### **Proposed Change**

Staff is proposing a revision to the Holiday section of the Employee Handbook to clarify how holidays are observed and paid while recognizing the Port's varied operating schedules.

The proposed policy would:

- Continue to provide ten (10) paid holidays per calendar year
- Observe and pay holidays on the calendar day on which they occur
- Eliminate alternate or substitute days off when holidays fall on an employee's scheduled day off
- Clarify pay treatment for employees who are required to work on a holiday

- Align holiday language with the Port’s operational and scheduling practices

### **Key Differences from Current Policy**

Under the current handbook:

- Certain holidays may be observed on an alternate weekday
- Observance rules are tied to traditional weekday and weekend concepts
- Holiday language can create ambiguity for payroll administration
- Under the proposed policy:
- Holidays are observed and paid only on the actual calendar date
- No alternate or substitute day off is provided when a holiday falls on an employee’s scheduled day off
- Holiday observance rules reflect scheduled days off, not weekends
- Holiday pay and holiday worked pay are clearly distinguished
- Administrative office closures are clearly separated from employee entitlement

### **Proposed Employee Handbook Language**

#### **Holidays**

Port employees are eligible for ten (10) paid Port holidays in each calendar year, as listed below:

- New Year’s Day (January 1)
- Martin Luther King Jr. Day (Third Monday in January)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People’s Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

#### **Holiday Observance**

All holidays are observed and paid on the calendar day on which they fall.

If a holiday falls on an employee’s scheduled day off, no alternate day off or additional paid time off will be provided.

The Port operates year-round, and certain functions operate continuously. Administrative offices may be closed to the public on Port holidays. When administrative offices are closed, administrative employees who are not scheduled to work will receive holiday pay and are not required to report to work.

Employees in operational or essential functions may be scheduled to work on holidays based on operational needs.

### **Holiday Pay**

Eligible employees will receive holiday pay based on their employment status as follows:

<b>Employment Status</b>	<b>Holiday Pay Hours</b>
100% Employee	10 hours
75% Employee	7.5 hours
50% Employee	5 hours

### **Working on a Holiday**

A non-exempt employee who is required to work on a Port holiday will receive their applicable holiday pay based on employment status.

In addition, the employee will be paid their regular rate of pay for all hours actually worked on the holiday.

Employees who work on a holiday are not entitled to an alternate day off, compensatory time, or any additional paid time off in connection with the holiday.

Holiday pay hours do not count as hours worked for purposes of calculating overtime.

### **Effective Date**

If approved, the revised holiday policy would take effect on January 7, 2026, and apply prospectively.

**Recommended Motion**

Move to approve the proposed update to the Employee Handbook Holiday Policy as presented, including the revised policy language, with an effective date of January 7, 2026.