



CURRY COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

Wednesday, June 22, 2016 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon
www.co.curry.or.us

AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.
For public comment, a completed speaker's slip must be submitted.*

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. AGENDA AMENDMENTS**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC HEARINGS**
 - a. 10:00 Curry County Public Transit Service District Budget for Fiscal Year 2016-2017**
Available to view at <http://www.co.curry.or.us/Portals/0/Documents/finance/15-16%20Adopted%20Budget%20Public%20Transit%20Service%20District.pdf>
 - b. 10:15 Curry County Budget for Fiscal Year 2016-2017**
Available to view at <http://www.co.curry.or.us/Portals/0/Documents/finance/2016-17%20Formatted%20Approved%206-16-16.pdf>
- 5. PUBLIC COMMENTS**
- 6. ADMINISTRATIVE ACTIONS/ APPOINTMENTS**
 - a. Two-Year Extension of the Agreement with Curry Public Transit to Provide Services (5min)
 - b. Agreement for Interim Technology Services Between Curry County and Coos Curry Electric Cooperative (15min)
- 7. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS**
 - a. Continued: 2015-2016 Budget Appropriations Transfers – Multiple Departments (5min)
- 8. NEW BUSINESS**
- 9. OLD BUSINESS**
 - a. Continue discussion of Fiscal Year 2015-2016 Budget
 - b.
- 10. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS**
- 11. EXECUTIVE SESSION**

Executive Session ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed and ORS 192.660(2)(f) To consider information or records that are exempt by law from public

12. ADJOURN

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541-247-3296 if you have questions regarding this notice.

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT BOARD OF COMMISSIONERS will be held on JUNE 22, 2016 at 10:00 AM at COMMISSIONERS HEARING ROOM, 94235 Moore St., Gold Beach, OR 97444. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2016 as approved by the Curry County Public Transit Service District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Curry County Clerk's Office, between the hours of 9:00 a.m. and noon and 1:00 - 4:00 p.m. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as used the preceding year.

Contact: Thomas Huxley, Board Chair

Telephone: 541-247-3296 Email: HuxleyT@co.curry.or.us

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount Year 2014-15	Adopted Budget Year 2015-16	Approved Budget Next Year 2016-17
Beginning Fund Balance/Net Working Capital	7,410	6,241	5,635
Federal, State and All Other Grants, Gifts, Allocations and Donations	386,293	889,564	536,834
All Other Resources Except Property Taxes	58,409	161,730	60,000
Property Taxes Estimated to be Received			
Total Resources	452,112	1,057,535	602,469

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services			
Materials and Services	445,807	451,475	438,369
Capital Outlay	0	606,060	164,100
Unappropriated Ending Balance and Reserved for Future Expenditure			
Total Requirements	445,807	1,057,535	602,469

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
2.39 Curry County Public Transit Service District	445,807	1,057,535	602,469
FTE			
Total Requirements	445,807	1,057,535	602,469
FTE	0.00	0.00	0.00

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *
 No changes in activities or sources of funding. The primary source of funds are Federal transportation grants passing through Oregon Department Of Transportation - Public Transit Division. The Secondary source is State general funds passing through the State ODOT - PTD.
 Two federal / state grants are included to purchase 7 buses.

PROPERTY TAX LEVIES			
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit \$0.00 per \$1,000)	0	0	0

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
Total	\$0	

Publish in Curry County Reporter, Curry Coastal Pilot and Port Orford News June 15, 2016.

FORM LB-1

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Contact: Thomas Huxley, Board Chair

Telephone: 541-247-3296 Email: HuxleyT@co.curry.or.us

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2014-15	Adopted Budget This Year 2015-16	Approved Budget Next Year 2016-17
Beginning Fund Balance/Net Working Capital	44,175,114	41,615,589	41,751,901
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	1,770,530	2,289,024	1,533,699
Federal, State and All Other Grants, Gifts, Allocations and Donations	11,223,810	9,552,994	8,427,592
Revenue from Bonds and Other Debt			
Interfund Transfers / Internal Service Reimbursements	3,687,333	2,524,342	4,691,816
All Other Resources Except Property Taxes	1,453,609	429,672	1,363,982
Property Taxes Estimated to be Received	1,589,067	1,570,000	1,608,000
Total Resources	63,899,463	57,981,621	59,376,990

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	7,786,908	8,538,023	8,920,167
Materials and Services	5,270,116	22,369,292	22,567,634
Capital Outlay	4,061,379	12,710,936	13,379,306
Debt Service	16,710	16,710	16,710
Interfund Transfers	1,742,807	829,787	2,942,244
Contingencies		751,769	730,038
Special Payments	664,144	625,860	213,000
Unappropriated Ending Balance and Reserved for Future Expenditure		12,139,244	10,607,891
Total Requirements	19,542,064	57,981,621	59,376,990

FINANCIAL SUMMARY - REQUIREMENTS BY ORGANIZATIONAL UNIT OR PROGRAM *				
Name of Organizational Unit or Program FTE for that unit or program				
1.10 General Fund	7,150,855	11,209,779		11,877,954
FTE	66.19	66.19	66.19	
1.11 Commissioners' Fund	256,369	213,115		218,056
FTE	3.00	3.00	3.00	
1.15 Road Fund	6,073,328	6,332,459		7,412,722
FTE	19.00	20.00	20.00	
1.16 Roadside Improvement	0	22,498		22,578
FTE				
1.19 Court Mediation	9,105	9,201		9,201
FTE				
1.20 Bike and Footpath	34,482	119,090		37,013
FTE				
1.21 Clerk's Record reserve	0	108,354		146,920
FTE				
1.22 Cornerstone Preservation	22,721	110,634		131,208
FTE				
1.23 State Court Security	5,179	197,586		197,586
FTE				
1.25 Law Library	22,763	27,318		26,815
FTE	0.25	0.25	0.25	
1.27 Economic Development	137,873	97,290		83,533
FTE	1.00	1.00	1.00	
1.28 Sheriff's Reserve	7,635	130,993		112,548
FTE				
1.30 Brookings Airport	164,002	221,772		277,239
FTE				
1.35 Port Orford Landfill Trust	17,090	286,007		307,207
FTE				
1.37 Communication Towers	109,831	121,391		127,982
FTE				
1.40 County Parks	145,930	123,520		177,416
FTE	0.55	0.55	0.55	
2.12 Crime Victims Assistance	44,392	70,807		77,099
FTE	1.00	1.00	1.00	
2.13 Child Advocacy	51,020	55,157		62,116
FTE	0.40	0.40	0.40	
2.14 County Fair - Event Center	405,236	403,159		431,211
FTE	irregular	irregular	irregular	
2.17 Public Services	435,982	422,466		493,958
FTE	2.40	4.00	4.00	

2.19 Public Health		198,071	170,500	342,824
FTE	0.10		0.10	0.10
2.20 Administrative Services		959,252	1,153,052	1,097,020
FTE	9.31		9.31	9.31
2.21 General Services		186,843	341,943	344,541
FTE				
2.22 Vehicle Replacement		260,710	272,954	180,803
FTE				
2.24 Road Capital Improvement		1,390,554	31,195,073	31,440,650
FTE				
2.30 County Lands		1,622	21,540	21,522
FTE				
2.31 Cable TV Franchise		119,632	216,266	214,173
FTE	0.56		0.56	0.56
2.32 PEG Access		1	85,514	95,640
FTE				
2.33 Building Repair & Construction Projects		388,807	166,108	177,712
FTE	0.50		0.85	0.85
2.35 Curry County Commission on Children & Families		41,645	56,463	56,463
FTE				
2.81 General Fund Equipment Self Insurance		14,079	120,900	108,637
FTE				
2.85 Road Fund Equipment Self Insurance		1,050	1,169,466	1,164,177
FTE				
3.05 Bridge Light Maintenance		0	10,281	1,000
FTE				
3.10 Unemployment Self Insurance Reserve		6,866	443,659	326,389
FTE				
3.11 PERS Reserve		3,448	268,300	210,000
FTE				
3.48 County Schools		664,144	625,860	213,000
FTE				
4.65 Title III		211,547	1,381,146	1,152,077
FTE				
Non-Departmental / Non-Program				
FTE				
Total Requirements		19,542,064	57,981,621	59,376,990
FTE	104.26		107.21	107.21

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

April 16, 2015 President Obama signed the H.R.2 - Medicare Access and CHIP Reauthorization Act of 2015, SEC. 524. Extension of Secure Rural Schools and Community Self-Determination Act of 2000 added two annual payments. The General Fund will receive the first year payment of \$1,145,506 June 2015 (\$657,013 received 2/18/2015 is a partial payment) and the second year payment of \$1,096,283 was received in March 2016. The Road Fund will receive the first payment of \$1,461,664 June 2015 (\$77,657 received 2/27/2015 is a partial payment) and the second payment of \$1,398,926 was received in March 2016. County Schools are budgeted to receive \$213,000 in December 2016, though no definitive pledge has been made. Title III is not anticipating any additional federal revenue at this time. All of the SRS payments were included in the 2015/2016 Adopted Budget as carry forward or new resources.

Restricted Road Fund money is budgeted to be used to support the Sheriff County Road Patrol in the Approved 2016/2017 Budget. Senate Bill 496 allows taking Road money for Patrol; the bill was scheduled to sunset on January 2, 2016, but the 2015 Legislature removed the sunset clause. The General Fund is the fiscal agent for the \$1,605,729 Brookings Head Start grant that is a pass-through. The General Fund has an unassigned beginning fund balance of \$1,647,808 plus \$850,000 assigned to working capital. The \$850,000 working capital and \$140,440 contingency are expected to carry forward to the 2016/2017 budget. No SRS funding is expected for the 2017/2018 budget. The General Fund may receive up to \$250,000 BLM timber harvest and Road Fund may receive up to \$83,750 Forest Service timber harvest in 2016/2017.

PROPERTY TAX LEVIES

	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit .05996 per \$1,000)	\$0.5996 / \$1,000	\$0.5996 / \$1,000	\$0.5996 / \$1,000
Local Option Levy			
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Borrowings	\$139,621	\$0
Total	\$139,621	

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Two-Year Extension of the Agreement with Curry Public Transit to Provide Transit Services

AGENDA DATE^a: 06-22-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 5min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 06-16-16

BRIEF BACKGROUND OR NOTE^b: Original three year agreement expires on 06-30-2016. This is the first of the two allowable two-year extensions.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: (Select)

- (1)
- (2)

Are there originals in route (paper copies with pre-existing signatures) **Yes** **No**

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? **Yes** **No**
(If Yes, brief detail)
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email: katherine and susan

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? **Yes** **No** **N/A**

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses **Yes** **No**
Comment:
2. Confirmed Submitting Department's personnel-related materials **Yes** **No** **N/A**
Comment:
3. If job description, Salary Committee reviewed: **Yes** **No** **N/A**
4. If hire order requires an UA, is it approved? **Yes** **No** **Pending** **N/A**

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown **Yes** **No**

Commissioner Thomas Huxley **Yes** **No**

Commissioner David Brock Smith **Yes** **No**

Not applicable to Sheriff's Department since they do not have a liaison

COPY

COOPERATIVE AGREEMENT BETWEEN THE
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, CURRY COUNTY
AND CURRY PUBLIC TRANSIT, INC., TO PROVIDE TRANSIT SERVICES

Curry County Public Transit Service District ("the District"), a municipal corporation, Curry County (County), a political subdivision of the State of Oregon, and Curry Public Transit, Inc. (CPTI), a domestic non-profit corporation, agree as follows:

RECITALS

- A. The District is a unit of local government formed pursuant to ORS Chapter 451 in 2005 for the purpose of providing regular, safe, reliable and affordable transportation to senior citizens, persons with disabilities, and the general public of Curry County; and,
- B. The District is authorized under ORS 451.550(4) to enter into contracts which, in the judgment of the governing body, are necessary or proper in the exercise of the powers of the District; and,
- C. Curry County is a political Subdivision of the State of Oregon.
- D. Since April of 2007, Curry Public Transit, Inc. (CPTI), a domestic non-profit corporation and independent contractor to the District, has provided local public transit services in Curry County. The initial agreement between the Curry County Public Transit District and CPTI was approved on April 2, 2007, and filed with the Curry County Clerk on April 3, 2007, Curry County Clerk Court Book #2007-C-95. That agreement was most recently extended until June 30, 2013, by District Board action on March 7, 2011.
- E. The agreement between CPTI and the District (#2007-C-95), which is about to expire, needs to be updated.
- F. In part because for a number of years no other agencies have applied for STF funds available from the County, the Board of the District and County conclude

that there is only one reasonable provider of public transit services in the county- CPTI.

- G. This document is drafted to specifically enumerate the rights, duties and obligations of each of the three parties; and,
- H. The parties understand that this agreement is not intended to create, nor shall it be construed to create, a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any relationship other than that of independent contracting parties; and,
- I. The parties contemplate that this agreement will result in a substantial benefit to the public.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

- (1) “CPTI” – Curry Public Transit Inc., operator under this agreement of the public transportation program in Curry County.
- (2) “County”- Curry County, a political subdivision of the State of Oregon.
- (3) Curry Public Transit Service District (“the District”) – Formed as a special district under ORS Chapter 451, it contracts to provide public transit services within and adjacent to geographic boundaries of Curry County.
- (4) “ODOT” – The Oregon Department of Transportation, Public Transit Division, a State agency that administers the public transportation program in the State of Oregon, and provides grant funding for programs such as Curry Public Transit.

ARTICLE II - SERVICES TO BE PERFORMED – RESPONSIBILITIES OF EACH PARTY

SECTION A:

During the term of this agreement, and subject to the conditions herein set forth, the District through its Board and/or authorized personnel shall:

- 1. Serve as the governing body of the District and shall have all powers outlined in ORS Chapter 451.

2. Provide oversight of all policies governing the operation of CPTI in conjunction with CPTI's Board of Directors.
3. Communicate with ODOT and CPTI on all matters concerning funding, grants, reporting, budgets and compliance issues.
4. Review and forward all applications and documentation to ODOT on grants, legislation and other matters.
5. Assume insurance obligations pursuant to Article X of this agreement. CPTI will pay for all such coverage.
6. Provide oversight on CPTI's performance.
7. Verify compliance with federal requirements as described in the Federal Transit Administration Certifications and Assurances published annually in the Federal Register.
8. Receive and distribute STF funds, or direct County to receive and distribute STF funds to implement the STF program.
9. Distribute to CPTI any funds CPTI is entitled to receive under the terms of individual grants or other funding sources.
10. Participate with CPTI, the District and the Combined Curry County Public Transit Service District Advisory Committee and STF Advisory Committee in open meetings regarding transit issues and recommendations.
11. Review and approve applications and contracts for CPTI with state or federal agencies.
12. Appoint members of the combined Curry County Public Transit Service District Advisory Committee and STF Advisory Committee to serve in accordance with the advisory committee bylaws.
13. Monitor the STF program and any delegation of administration of the STF program.
14. Verify that CPTI operates vehicles according to state and federal standards, and complete any compliance documentation required by state or federal agencies or other funding providers.
15. File funding decisions and advisory committee appointments in the District

record in accordance with District procedure; serve as the official signatory of all applications and contracts of the District.

16. Refer to CPTI all complaints or suggestions from the public concerning CPTI services or the lack thereof.
17. Perform other duties as necessary or required by law.

SECTION B:

During the term of this agreement, and subject to the conditions herein set forth, County shall:

1. When grants are directed to the County, review, act upon, and forward all applications and documentation to ODOT in a timely manner.
2. Distribute to CPTI any funds that CPTI is entitled to receive under the terms of County-received grants or other funding sources.

SECTION C:

During the term of this agreement, and subject to the conditions herein set forth, CPTI shall:

1. Take custody of such vehicles as the District may provide for the purpose of establishing and maintaining routes, scheduling and contract services as prescribed by the District. It is understood by the parties that the vehicles used for the operation of the Transit District shall be in the name of the District with the State of Oregon Department of Transportation Transit Division as lien holder. (Vehicles must be registered in the name of the sub-recipients under applicable grants.)
2. Maintain a staff of employees appropriately trained, qualified and licensed to dispatch and operate the above vehicles to maintain the service level as determined by CPTI in consultation with the District.

All workers for CPTI shall be fully qualified to perform the work they are assigned to, and if required to be licensed or registered by the State of Oregon, shall be so licensed or registered.

3. Be solely responsible for employment, training and supervision and payment of its workforce. CPTI shall comply with drug and alcohol testing as required by law.

4. Distribute to all employees a CPTI employee handbook with policies that are consistent with State and Federal law. CPTI shall be responsible for enforcing said policies, and shall make said documents available to the District.
5. Negotiate and contract with other service-providers (i.e. hospitals, etc.) to facilitate any transit-related activities to improve services to customers.
6. Be responsible for insurance obligations as outlined in Article X of this agreement.
7. Be responsible for the financial management of CPTI. This includes the payment of bills, and preparation of financial statements.
8. CPTI shall provide an operational budget for District's review. District shall file both CPTI and District budgets with ODOT.
9. Cooperate in the preparation of an annual independent audit or review of CPTI's books and records for the period ending June 30th of each year.
10. Collect all fares and other income and deposit the same to the CPTI bank accounts. CPTI shall bill service contracts to the service recipients. CPTI shall develop an adequate written procedure for handling all cash and cash equivalents by CPTI employees from point of receipt to point of deposit in CPTI accounts. These procedures shall be incorporated into the CPTI's policy manuals.
11. Be the pass through recipient of revenues, from sources including, but not limited to, fares, donations and grants given the Transit District and County for the Transit System. This shall include STF/STO Grants, FTA 5310 and 5311 Grants, and any other applicable grants awarded to County and District. CPTI shall expend the same in accordance with this agreement. Any funds appropriated with or retained by the County or District shall be in consultation with CPTI.
12. Keep accurate records of daily operational activities including fares received and ridership. Said records shall be kept in accordance with generally accepted accounting principles, generally accepted auditing standards and State minimum standards for audits of municipal corporations. District, County, Secretary of State of the State of Oregon, United States Department of Transportation Federal Transit Administration all shall have access to said records. Said records shall be kept for a minimum of six years, or such longer period as provided by agreement or law.

13. Prepare and submit quarterly reports and other required reports to the Transit District as required by law, for its review and approval, prior to being submitted to ODOT.
14. Prepare the applications for Special Transportation Fund monies, 5310 and 5311 grants, and other operational grants, as required, for District's review and submittal.
15. Consult with the District concerning prudent fares for the Transit System assuring that seniors and the disabled are provided a discounted fare.
16. Provide monthly financial statements and quarterly reports to the District regarding changes in operations.

ARTICLE III - RELATIONSHIP BETWEEN DISTRICT COUNTY AND CPTI

CPTI promises to furnish its best skill and judgment in providing the services under this agreement, and will cooperate with the District, County, District's and County's representatives, and other interested parties in furthering the interests of transit services in Curry County. CPTI shall serve as an independent contractor to District and County. CPTI is not an "officer", "employee" or "agent" of District or County as those terms are used in ORS 30.265.

ARTICLE IV - QUALITY AND SCHEDULE OF SERVICE

CPTI shall perform its services as an independent contractor in accordance with its own methods, this agreement, the provisions of the project documents and applicable laws and regulations and shall be responsible for providing competent and professional personnel, and for complying with all applicable rules and regulations pertaining to the services it is providing under this agreement. CPTI acknowledges, however, that the District Governing Body, and the County Board of Commissioners (in specified instances as outlined in this agreement), after receiving input from CPTI, has final decision-making authority in all matters relating to public transit in Curry County.

CPTI shall perform the services required by this agreement as expeditiously as is consistent with the appropriate standard of care and the orderly progress of the contracted services. CPTI shall perform the services in accordance with goals and objectives set forth in the District's Master Plan, as adopted by the Curry County Board of Commissioners on June 20, 2005, and as may be amended from time to time.

ARTICLE V – FUNDING

District and County shall forward to CPTI funds they receive for the Transit

District including, but not limited to Special Transportation Grants, FTA funds for purchase of buses, FTA Section 5310 funds for demand transportation, and FTA 5311 funds for intercity transportation. CPTI shall use these funds to meet its obligations under this agreement. In the event that revenues received pursuant to this agreement exceed expenditures under this agreement, excess revenues shall be retained by CPTI as contingency funds for succeeding fiscal years. It is understood that CPTI shall operate within its budget and within the pass through revenues forwarded by District and County to it. CPTI shall be held liable for expenditures incurred beyond the pass through revenues.

CPTI shall deposit all revenues received from Public Transit Services into designated CPTI bank accounts.

CPTI understands that the District does not have the authority to levy taxes, incur bonded indebtedness, or charge property assessments, and that its sole source of income will be through rider fees, donations, fund-raisers, sale of equipment, grants, operating subsidies, and other such non-property tax sources.

ARTICLE VI – ADVISORY COMMITTEE

District shall appoint a Combined Curry County Public Transit Service District Advisory Committee and STF Advisory Committee that shall advise CPTI and District regarding the operation of the Transit System.

ARTICLE VII – DRUG & ALCOHOL TESTING

CPTI shall be required to administer a drug and alcohol testing program for its drivers in accordance with applicable law.

ARTICLE VIII - CONTROL OF THE WORK AND SAFETY

CPTI shall be responsible for performing the work under this agreement competently, and in compliance with all applicable laws, rules, and regulations. CPTI shall be liable for its own negligence and the negligent acts or omissions of its agents and employees.

ARTICLE IX - BUDGET LIMITATIONS

District shall also review and approve CPTI's annual operating budget following approval of CPTI's Board of Directors. The budget may contain a reasonable allocation for administrative oversight expense for the District, but will not include the amounts previously designated by ODOT (STF Funds only). CPTI shall operate within the framework of the adopted budget.

ARTICLE X – INSURANCE AND INDEMNIFICATION

CPTI shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE and CERTIFICATES OF INSURANCE before performance under the cooperative agreement commences, and ii) maintain the insurance in full force throughout the duration of the cooperative agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State and District. CPTI shall pay for the insurance at its expense.

TYPES AND AMOUNTS:

i) **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$1,000,000 must be included.

ii) **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State and District. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State and District:

Bodily Injury, Death and Property Damage:

\$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii) **AUTOMOBILE LIABILITY INSURANCE:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by State and District:

Bodily Injury, Death and Property Damage:

\$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include District, County and State, its officers, employees and agents as Additional Insureds but only with respect to CPTI's activities to be performed under this cooperative agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, CPTI shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Cooperative Agreement, for a minimum of 24 months following the later of: (i) CPTI's completion and District's acceptance of all Services required under the cooperative agreement or (ii) the expiration of all warranty periods provided under the cooperative agreement. Notwithstanding the foregoing 24-month requirement, if CPTI elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then CPTI may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, CPTI shall maintain "tail" coverage for a maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. CPTI or its insurer must provide 30 days' written notice to District before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. CPTI shall provide District with a certificate(s) of insurance for all required insurance before CPTI performs under the cooperative agreement. The certificate (s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

CPTI shall indemnify, defend, save and hold harmless State, District and County and their officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or part, by the negligent or willful acts or omissions of CPTI or any of such party's officers, agents, employees or subcontractors ("Claims") under the cooperative agreement. It is the specific

intention of the Parties that the State, District and County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, District or County be indemnified by CPTI from and against any and all Claims.

CPTI, nor subcontractors of CPTI, nor any attorney engaged by CPTI, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, or of District or County, without the prior written consent of the Oregon Attorney General or Board of Curry County Commissioners as applicable. The State, District or County may, at any time at its election, assume its own defense and settlement in the event that it determines that CPTI is prohibited from defending State's, District or County's interests, or that CPTI is not adequately defending State's, District or County's interests, or that an important governmental principle is at issue or that it is in the best interests of State, District or County to do so. State, District and County reserve all rights to pursue claims it may have against CPTI if State, District or County elects to assume its own defense.

ARTICLE XI - VEHICLES

It is understood by the parties that the vehicles used for operation of the Transit System are to be titled to the District, with the State of Oregon Department of Transportation Transit Division as a lien holder.

ARTICLE XII – VEHICLE FUELING

The parties acknowledge that ODOT has approved the fueling of District vehicles at ODOT sites in Hunter Creek and Port Orford. So long as said permission continues, CPTI may fuel District vehicles at those ODOT sites by using a County-issued card and security numbers. ODOT will bill Curry County, who will in turn bill CPTI at actual cost.

ARTICLE XIII – VEHICLE MAINTENANCE

CPTI may request maintenance and repair of District vehicles, by the County, at the County shop. It is understood by the parties that work will be performed by the County so long as it can be done within the County's schedule, as determined by County. CPTI will be billed at current County shop rate for labor and actual cost of materials.

ARTICLE XIV - REVIEW OF RECORDS

CPTI will keep accurate records and books showing all charges and expenses

incurred by CPTI in the performance of the services herein.

ARTICLE XV - ASSISTANCE FROM DISTRICT

The District will provide information, documents, materials and services that are within the possession or control of the District and are required by CPTI's performance of the services. The District shall cooperate fully with CPTI to achieve the objectives of the assignments. Assistance that is required of the District may be specified by exchange of correspondence.

ARTICLE XVI - LAWS AND REGULATIONS

CPTI's services shall be consistent with sound business practices and will incorporate federal, state and local laws, codes, ordinances, and regulations applicable at the time services are contracted for under this agreement.

ORS 279B.220, 279B.230 and 279B.235 incorporated herein by reference, are made part of this contract.

CPTI shall comply with all applicable Federal and State assurances outlined in the grant agreements.

Both parties will be entitled to regard all laws, rules and regulations issued by any federal or state regulatory body as valid and may act in accordance therewith until such time as the same may be invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

ARTICLE XVII - ASSIGNMENT AND SUBCONTRACTING

Neither party to this agreement will assign or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party. CPTI shall not subcontract any portion of its contract work with the District without prior written approval of the District.

ARTICLE XVIII - SEVERANCE PROVISION

Any provisions of this agreement held in violation of any law or ordinance will be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. The parties shall attempt in good faith to replace any invalid or unenforceable provisions of this agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE XIX – MODIFICATION

No modification of this agreement shall be valid unless in writing and signed by the parties.

ARTICLE XX - TERM AND TERMINATION OF AGREEMENT

This Agreement shall commence on July 1, 2013, and shall continue in effect until June 30, 2016, unless terminated as provided for below. Notice of termination shall be given in accordance with the provisions of Article XXIII hereof.

The agreement may be renewed for two additional two year terms with the consent of both parties.

CPTI may terminate this agreement with at least thirty (30) days advance written notice to District if CPTI does not obtain funding, grants and other sources of revenue from federal, state or other sources sufficient to meet the financial obligations of CPTI under this agreement, as determined by CPTI in the reasonable exercise of its administrative discretion.

Either party may terminate this agreement without cause upon advance written notice to the other party on or before the first day of a month, in which case the agreement shall terminate on the last day of the month. For instance, written notice to terminate given on February 2nd, would result in termination on March 31st of the same year, and written notice to terminate given on February 28th, would also result in termination on March 31st of the same year.

This agreement may also be terminated ten (10) days following advance written notice by either party in the event of a material breach of the terms and conditions of the agreement, and failure to correct the breach within those ten days.

Termination shall not prejudice any right of the parties prior to the effective date of termination.

ARTICLE XXI – COMPLIANCE WITH TRANSPORTATION AGREEMENT

CPTI shall comply with all applicable terms and provisions of the transportation agreements between the Transit District, the County, and ODOT Transit Division.

ARTICLE XXII – RETURN OF ASSETS AND RECORDS

Upon termination of this agreement, CPTI shall promptly return to District all

public transit records and all public transit assets, including but not limited to, vehicles, furnishings and computer equipment.

ARTICLE XXIII - AUTHORIZED REPRESENTATIVES

Any notice which is required to be given under this agreement shall be signed by the Authorized Representative of the respective party and shall be sufficiently given if delivered personally, or mailed (postage prepaid) to the Authorized Representative at the address specified in this agreement. In the event that either party shall have changed its Authorized Representative or its address, then notice shall be given in the same manner to the successor Authorized Representative at the address designated in the written notice required by this Article. Every notice so given shall be effective when received.

The parties hereby designate the following named individuals as their respective Authorized Representatives:

Curry Public Transit, Inc
P.O. Box 1771
Brookings, OR 97415
Attn: Transit Manager/CPTI Liaison
(541) 412-8806

Curry County Public Transit
Service District
Curry County Annex
94235 Moore Street; Suite 122
Gold Beach, OR 97444
Attn: Board Chair
(541) 247-3296

In the event that either party desires to change its Authorized Representative, or to change the address of its Authorized Representative, ten (10) days prior written notice shall be given in accordance with the provisions of this Article.

ARTICLE XXIV - FORCE MAJEURE

Neither party will hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events will include but not limited to storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances or inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the performance of this agreement. Delays within the scope of this Article will, at the option of either party, make this agreement subject to termination or to renegotiation.

ARTICLE XXV- ATTORNEY FEES

In any legal or arbitration proceedings brought by either party to enforce or interpret any of the terms or conditions of this agreement, including the collection of any payments due hereunder, each side shall be responsible for their own attorney fees.

ARTICLE XXVI - LITIGATION

Any litigation concerning this agreement shall be filed in the Circuit Court of the State of Oregon for the County of Curry, or the U.S. District Court for the State of Oregon, as appropriate.

ARTICLE XXVII - ENTIRE AGREEMENT--EXCEPTION

The agreement constitutes the entire agreement between CPTI and the District. It supersedes all other written or oral agreements or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representations, statements or agreements other than those herein expressed. No amendment to this agreement hereafter made between the parties shall be binding on either party unless reduced to writing, and signed by an authorized person of the party sought to be bound thereby.

ARTICLE XXVIII – GOVERNING LAW

This agreement shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the State of Oregon.

ARTICLE XXIX – NO WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

ARTICLE XXX – AMENDMENTS

This agreement may be amended by mutual written agreement of the parties.

ARTICLE XXXI – PRESS RELEASES

Any press releases for changes in services or funding shall be joint press releases and approved by the District's Board and CPTI's Board.

The parties hereto have caused this agreement to be executed by their duly authorized parties.

DISTRICT GOVERNING BODY

Susan Brown, Chair

DATE

David Brock Smith, District Board Member

DATE

David G. Itzen, District Board Member

DATE

BOARD OF CURRY COUNTY COMMISSIONERS

David Brock Smith, Chair

DATE

Susan Brown, Vice Chair

DATE

David G. Itzen, Commissioner

DATE

CPTI
BOARD OF DIRECTORS
BROOKINGS, OR 97415

Signature

Name (Printed or Typed)

Title

Address

City, State, Zip

Telephone

Date

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

In The Matter Of an Order)
Authorizing the First Two-Year)
Extension of the Existing Agreement)
With Curry Public Transit, Inc.)

ORDER _____

WHEREAS, the Board has an existing agreement with Curry Public Transit Inc. and Curry County Public Transit Service District with Curry County reference number 4718 and signed by all parties on June 05, 2013; and

WHEREAS, the existing agreement expires June 30, 2016; and

WHEREAS, the existing agreement has a provision allowing two two-year extensions if approved by both parties; and

WHEREAS, Curry Public Transit Inc. and the Board of Commissioners for Curry County desire to enter into the first of the permissible two-year extensions;

NOW, THEREFORE, Pursuant to Article XX of the Cooperative Agreement between the Curry County Public Transit Service District, Curry County, and Curry Public Transit Inc., the Board of Commissioners for Curry County now executes the first two-year extension to expire on June 30, 2018.

DATED this 22 day of June, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttel,
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: Agreement for Iterim Technology Services between Curry County and Coos Curry Electric

AGENDA DATE^a: 06-22-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 15min

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Hutt **PHONE/EXT:** 3291 **TODAY'S DATE:** 06-17-16

BRIEF BACKGROUND OR NOTE^b: This Action formalizes the agreement for interim Technology Services between Curry County and Coos Curry Electric

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)Agreement
- (2)Order

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail)
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail)
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- Send Printed Copy to:
- Email a Digital Copy to:
- Other

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A
(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

- Commissioner Susan Brown Yes No
- Commissioner Thomas Huxley Yes No
- Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN
THE COUNTY OF CURRY
AND
COOS-CURRY ELECTRIC COOPERATIVE, INC.

I. INTRODUCTION

The Parties to this Agreement for Information Technology Services (Agreement) are the Coos-Curry Electric Cooperative, Inc. (CCEC), an Oregon Cooperative Corporation, and Curry County (County), Oregon, a political subdivision of the State of Oregon.

II. PURPOSE

This Agreement is entered into for the purpose of CCEC providing Information Technology Services for County as described herein on an emergency and interim basis.

III. TERM AND TERMINATION

1. This agreement shall have an effective date of June 13, 2016, and shall continue until such time as it expires or either party terminates it. The term of this agreement is not to exceed one year, and will expire on June 30, 2017 if not sooner terminated.
2. This Agreement may be terminated by either party (the CCEC or the County) under the following procedure:
 - a. the party requesting termination shall notify the other party in writing of its intention 30 days prior to termination; and
 - b. upon termination of the agreement by either party, the CCEC shall return all files, records, equipment and correspondence related to applications to the County.

IV. AGREEMENT

Pursuant to the terms and conditions herein, CCEC agrees to provide the following Services to the County:

1. All the tasks that are common to county and municipal information technology services directors, including but not limited to: network security; ensuring federal and state security regulations and local policies are complied with; support for hardware and software to ensure functionality of County systems, such as 9-1-1 services; acting as contact point with local state and federal agencies and other entities; cooperate with legal counsel in the event of Electronically Stored Information protocols are established.
2. Perform functions of technology services under the Curry County Personnel Rules and other applicable orders, including but not limited to County Public Records Policy, and the functions of HIPPA compliance officer.

3. Assist Curry County Board of Commissioners and other boards and commissions, as well as County offices such as Assessor, Taxation, Elections, Community Development, Roads and Public Works, Criminal Justice (Law Enforcement, Sheriff, District Attorney, Courts, Juvenile Justice) Treasurer, Budget Officer and Personnel, and Legal Counsel.
4. CCEC shall be available to field requests from the elected and appointed officials, County employees, contractors, customers and members of the public.

Above services to be performed as described in Exhibit A attached hereto and incorporated by reference.

V. COMPENSATION

The County shall compensate the CCEC as follows:

\$75.00 per hour

CCEC shall track all time spent in performance of its duties by creating invoices describing the date, the County Officer, Employee, Agent or Department making the request for service, a brief description of the services rendered, and the time spent to the nearest quarter-hour working on the matter. CCEC shall submit invoices documenting work hours. Phone calls to CCEC for help will be billed at a minimum of 15 minutes.

For purposes of this agreement, "work hours" includes travel time from CCEC location to County location.

CCEC shall provide vehicle and bill County at the IRS rate for miles driven.

Payments will be made within 30 days receipt of invoice.

Payment shall be to CCEC at the following address: PO Box 1268, Port Orford, OR 97465

VI. CONTACT INFORMATION

Contact Information for the purposes of performing and executing this agreement are:

For Curry County

John HuttI

County Counsel and Risk Manager

94235 Moore Street, Suite 123

Gold Beach, Oregon 97444

541 247 3218

Alternate

Eric Hanson

Physical Plant Superintendent

94235 Moore Street

Gold Beach, Oregon 97444

541 247 3384

For CCEC

Roger Meader CM/CEO
43050 Hwy 101
PO Box 1268
Port Orford, OR 97465
541-332-3931 ext. 208

Alternate

Frank Corrales, CFO
43050 Hwy 101
Port Orford, OR 97465
541 332 3931

Notwithstanding the above, CCEC IT Employees may work directly with County elected and appointed officials, employees, contractors, customers and members of the public.

VII. OTHER PROVISIONS

1. CCEC employees serving the County shall not be considered employees of the County for purposes of compensation, benefits or other personnel related matters.
2. While any CCEC employee is serving the County (including travel time) that person shall be covered by CCEC's liability insurance and Worker's Compensation insurance.

B. Files and Records

1. All files and records are the property of Curry County.

The County will provide designated CCEC employees access to County Technology Services Offices.

2. Except as otherwise provided, all files and records related to the County's Technology Services system and related materials pertinent to the services provided by the CCEC shall be retained in files at the County offices for the term of this Agreement.
3. CCEC may establish a Virtual Private Network or other remote access to provide these services.
4. All County equipment, keys, access cards, passwords, etc., shall be returned to County at the termination of this Agreement.

VIII. CROSS-INDEMNIFICATION

Subject to the limits in the Oregon Tort Claims Act limitations on liability and Oregon Constitution Article XI, section 9 & 10, County agrees to indemnify, defend, save harmless, discharge, release and forever acquit CCEC, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against CCEC, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment and information which is the subject matter of this agreement), personal injury or death that arise from CCEC's provision of the services, provided, however, that County shall have no obligation to indemnify CCEC for any action arising from CCEC's own recklessness or willful misconduct. CCEC further agrees to indemnify and hold County, its agents and affiliates, harmless for any loss, property damage, personal injury or death that

arises from any recklessness or willful misconduct on the part of CCEC. Each Party's obligation under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Notwithstanding the above, County shall indemnify defend and save harmless CCEC for any costs or expenses of defense or award of money judgment for work under this contract that results in the inclusion of CCEC in the lawsuit of Weeks v Curry County, et al.

IX. LIMITATION OF LIABILITY

In consideration of the emergency and interim basis on which CCEC has agreed to provide the Services, County agrees that, except in the instance of recklessness or willful misconduct on the part of CCEC or its agents or employees, County's damages shall be limited to County's costs paid under this contract. Other than that, County shall have no claim for damages of any type, including direct, consequential, special, incidental, or any other type of damages arising out of CCEC's provision of the Services to the County. County's liability to CCEC shall be limited to actual costs incurred by CCEC in the performance of this contract.

X. INSURANCE

CCEC shall at its own expense, at all times during the term of this agreement maintain in force

1. A Comprehensive general liability policy with minimum coverage of at least \$2,000,000 combined single limit. Curry County, its employees, officers, agents and assigns, shall be named as an additional insured.

2. A currently valid workers' compensation insurance covering all its workers, with minimum coverage of at least \$1,000,000. Certificates of insurance shall be provided within 10 days of contract execution and upon request thereafter.

3. A comprehensive automobile liability insurance policy including owned and on-owned automobiles. The coverage under this policy shall be with a minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Curry County, its employees, officers, agents and assigns, shall be named as an additional insured.

Certificates of insurance shall be provided upon request within 10 days of contract execution and thereafter upon request.

This requirement may be fulfilled by certificate of self-insurance.

This requirement may be waived in consultation with the County's liability insurer or agent of record.

XI. MODIFICATION

No modification of this Agreement shall be valid unless in writing and signed by the parties.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement

XII. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties with respect to the Services contemplated herein and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the Services.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of any one of the Parties and all of which will be construed together as a single instrument.

IN WITNESS WHEREOF, this Intergovernmental Agreement between the CCEC and Curry County is signed and executed this ____ day of June, 2016.

FOR CCEC

Roger Meader
CCEC GM/CEO

Date

FOR COUNTY

Tom Huxley
Board of Commissioners Chairperson

Date

Susan Brown
Curry County Commissioners Vice-Chair

Date

David Brock-Smith
Curry County Commissioners

Date

EXHIBIT A

SCOPE OF SERVICES

Coos Curry Electric Cooperative, Inc. (CCEC) will provide all services under this agreement in so far as it has resources available to provide them after fulfillment of CCEC's own information technology needs. Nevertheless, CCEC's current resources reasonably allow it to:

Maintain operations, integrity and security of existing County Information Technology Department and Systems, with priority to public safety technology services and systems.

Operate routine data back-up functions.

Establish email and telephone help-desk question-and-answer service for day to day queries, which will create service tickets;

Regularly review IT inbox for electronic vendors and update vendor accounts with new contact information to ensure ordering, billing and payment relationships are preserved

[NOTE: Curry County is responsible for handling and processing all US mail and other physical packages delivered to the County property; CCEC will assist as able.]

Complete currently pending physical upgrades, including but not limited to locating public safety server in secure location at sheriff department, and replacing juvenile and parks Brookings work station and peripherals.

Other reasonable and related tasks as mutually agreed that arise during the course of this contract.

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**In The Matter Of an Order)
Authorizing an Agreement)
to Provide Interim Information)
Technology Services with Coos-)
Curry Electric Cooperative, Inc.)**

ORDER _____

WHEREAS, the Board has an existing need to provide Information Technology Services for the County; and

WHEREAS, the Board has instructed a job opening to be advertised; and

WHEREAS, the Board anticipates a vacancy to exist in the position for a sufficient amount of time that interim arrangements are necessary; and

WHEREAS, the Board has through informal intermediate procurement reached a tentative agreement of services with Coos-Curry Electric Cooperative, Inc., and

WHEREAS, the Board finds the terms of the tentative agreement meet the County's Information Technology Services needs and are otherwise in the public interest;

NOW, THEREFORE, the Board of Commissioners for Curry County now executes the Agreement to Provide Interim Information Technology Services with Coos-Curry Electric Cooperative, Inc., for a term not to exceed one year.

DATED this 22 day of June, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John Huttli,
Curry County Legal Counsel

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1 Rev. 03-02-2016

PART I – SUBMITTING DEPARTMENT: RETURN TO [BOC OFFICE@CO.CURRY.OR.US](mailto:BOC_OFFICE@CO.CURRY.OR.US)

AGENDA ITEM TITLE: 2015-16 Budget Appropriations Transfers

AGENDA DATE^a: 6/22/16 **DEPARTMENT:** Finance **TIME NEEDED:** 5 minutes

^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Julie or Cena **PHONE/EXT:** 3233 **TODAY'S DATE:** 6/8/16

BRIEF BACKGROUND OR NOTE^b: Continued from 06-15-2016 for signatures.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

(1)Resolution

(2)Exhibit A

Are there originals in route (paper copies with pre-existing signatures) Yes No

QUESTIONS:

1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail) Reallocation of current category appropriations
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail) All departments submitting supplemental budgets
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email: Swift

***Note: Most signed documents are filed/recorded with the Clerk per standard process.**

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

CLERK ASSESSMENT: Does this agenda item meet filing/recording standards? Yes No N/A

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

1. Confirmed Submitting Department's finance-related responses Yes No
Comment:
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Proclamations/Resolutions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Not applicable to Sheriff's Department since they do not have a liaison

#REF!

Fund Budget Must Balance To \$0.00

Department: Veterans		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
1.10-466.37-334.00-000-00	Grant - St - Veterans	33,452	10,517	43,969
1.10-466.37-334.10-000-00	Grant - St - SB1100 E&E			-
. . . -399.01-000-00	Assigned Fund Balance			-
. . . -399.03-000-00	Restricted Fund Balance			-
	Total Resources	33,452	10,517	43,969
Personal Services				
. . . -490.00-110-00	Sal-Regular			-
. . . -490.00-120-00	Sal-Irregular			-
. . . -490.00-130-00	Sal-Overtime			-
. . . -490.00-213-00	Ben-Health Ins			-
. . . -490.00-220-00	Ben- FICA 7.65%			-
. . . -490.00-230-00	PERS-County			-
. . . -490.00-235-00	PERS-Employee			-
. . . -490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
. . . -490.00-				-
. . . -490.00-				-
1.10-466.37-490.00-542-00	advertising	-	5,021	5,021
1.10-466.37-490.00-600-00	Supplies - Office	585	5,496	6,081
. . . -490.00-606-00	Event Food Supplies			-
. . . -490.00-615-00	Other M&S			-
. . . -490.00-				-
	Total Materials & Services	585	10,517	11,102
Debt, Capital, Transfers				
. . . -490.00-847-00	Debt Interest Payments			-
. . . -490.00-849-00	Debt Principal Payments			-
				-
				-
. . . -491. . . -00	Tran To			-
. . . -492. . . -00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	585	10,517	11,102
			Total Change should = 0 >> -	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	<i>Tony Voudy</i>	Date	<i>5-25-16</i>	
Elected Official or Department Head	<i>[Signature]</i>	Date	<i>5-25-16</i>	
Approved By	<i>[Signature]</i>	Date		
Liasion Commissioner			#REF!	

Exhibit A

CURRY COUNTY

SUPP #5

SUPPLEMENTAL BUDGET NO. 1 - Fy 2015-2016

Fund Budget Must Balance To \$0.00

Department: Commissioners' Fund

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
1.11-411.10-390.88-110-00	IGS-1.10 General Fund	114,374	9,994	124,368
	Total Resources	114,374	9,994	124,368
Personal Services				
1.11-411.10-490.00-105-00	Sal-Elected	127,018	11,000	138,018
	Total Personal Services -	127,018	11,000	138,018
Materials & Services				
1.11-411.10-490.00-345-00	Pro Svc - General	10,000	(10,000)	-
1.11-411.10-490.00-315-00	Conference Fees	-	1,350	1,350
1.11-411.10-490.00-521-00	Gen Liab Ins - BOC	200	1,144	1,344
1.11-411.10-490.00-581-00	IGS-2.21 Assigned Vehicles	7,500	6,500	14,000
	Total Materials & Services	17,700	(1,006)	16,694
	Total Expenditures	144,718	9,994	154,712
	Total Change should = 0 >>			-
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	<i>[Signature]</i>	Date	06-07-2016	
Elected Official or Department Head	<i>[Signature]</i>	Date	6/7/2016	
Approved By Liasion Commissioner	<i>[Signature]</i> N-A	Date		SUPP #5

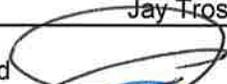
#REF!

Fund Budget Must Balance To \$0.00

Department: JUVENILE

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET	
			CHANGE + = increase - = decrease	NEW Budget
Revenue				
-3-000-00				-
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	-	-
Personal Services				
1.10-423.60-490.00-110-00	Sal-Regular	285,337	(12,000)	273,337
-490.00-120-00	Sal-Irregular			-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins			-
-490.00-220-00	Ben- FICA 7.65%			-
-490.00-230-00	PERS-County			-
-490.00-235-00	PERS-Employee			-
-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	285,337	(12,000)	273,337
Materials & Services				
-490.00-330-00	Pro Svc - General			-
-490.00-430-00	R&M Equipment			-
-490.00-580-00	Meals & Lodging			-
-490.00-				-
-490.00-				-
-490.00-				-
1.10-423.60-490.00-610-00	Supplies non cap equipment	6,000	12,000	18,000
-490.00-600-00	Supplies - Office			-
-490.00-606-00	Event Food Supplies			-
-490.00-615-00	Other M&S			-
-490.00-				-
	Total Materials & Services	6,000	12,000	18,000
Debt, Capital, Transfers				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-745-00	Capital Outlay			-
-490.00-745-00	Capital Outlay			-
-491.-.-00	Tran To			-
-491.-.-00	Tran To			-
-492.-.-00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	291,337	-	291,337
			Total Change should = 0 >> -	

Note: Total change should = 0, or Total Revenue change should match Total Expense change.

Prepared By	Jay Trost	Date	6/8/16
Elected Official or Department Head		Date	6/15/16
Approved By		Date	6/16/16
Liaison Commissioner			#REF!

SUPPLEMENTAL BUDGET NO. 5 - Fy 2015-2016

Fund Budget Must Balance To \$0.00

Department: County Clerk - Elections

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET	
			CHANGE + = increase - = decrease	NEW Budget
Revenue				
-3-000-00				
-399.01-000-00	Assigned Fund Balance			
-399.03-000-00	Restricted Fund Balance			
	Total Resources	-	-	-
Personal Services				
-490.00-110-00	Sal-Regular			
-490.00-120-00	Sal-Irregular			
-490.00-130-00	Sal-Overtime			
-490.00-213-00	Ben-Health Ins			
-490.00-220-00	Ben- FICA 7.65%			
-490.00-230-00	PERS-County			
-490.00-235-00	PERS-Employee			
-490.00-260-00	Ben-Workers Comp			
	Total Personal Services -	-	-	-
Materials & Services				
1.10-414.00-490.00-330-00	PRO SVCS - General	8,000	3,500	11,500
1.10-414.00-490.00-541-00	Copying & Printing	8,300	3,100	11,400
1.10-414.00-490.00-595-00	Postage	6,000	3,000	9,000
1.10-414.00-490.00-582-00	IGS - Motor Pool	500	700	1,200
1.10-414.00-490.00-600-00	Supplies - Office	1,500	2,000	3,500
1.10-414.00-490.00-541-00	Advertising - Legal	500	1,100	1,600
-490.00-				
-490.00-600-00				
-490.00-606-00				
-490.00-615-00				
-490.00-				
	Total Materials & Services	24,800	13,400	38,200
Debt, Capital, Transfers				
-490.00-847-00	Debt Interest Payments			
-490.00-849-00	Debt Principal Payments			
-490.00-745-00	Capital Outlay			
-490.00-745-00	Capital Outlay			
-491.-00	Tran To			
-491.-00	Tran To			
-492.-00	Tran To (use 492 for Tran within a Fund)			
	Total Expenditures	24,800	13,400	38,200
			Total Change should = 0 >> (13,400)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	<i>Shelley Penney</i>	Date	4/11/16	
Elected Official or Department Head	<i>Knee Cole</i>	Date	4/11/2016	
Approved By	<i>[Signature]</i>	Date	6/14/16	
Liasion Commissioner	<i>[Signature]</i>		SUPP #1	

Department: Non-Departmental		BUDGET		
G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				
-3-000-00				-
-399.01-000-00	Assigned Fund Balance			-
-399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	-	-
Personal Services				
-490.00-110-00	Sal-Regular			-
-490.00-120-00	Sal-Irregular			-
-490.00-130-00	Sal-Overtime			-
-490.00-213-00	Ben-Health Ins			-
-490.00-220-00	Ben- FICA 7.65%			-
-490.00-230-00	PERS-County			-
-490.00-235-00	PERS-Employee			-
-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
-490.00-330-00	Pro Svc - General			-
-490.00-430-00	R&M Equipment			-
-490.00-580-00	Meals & Lodging			-
-490.00-				-
-490.00-				-
-490.00-				-
-490.00-				-
-490.00-				-
-490.00-600-00	Supplies - Office			-
-490.00-606-00	Event Food Supplies			-
1.10-413.90-490.00-615-00	Other M&S (to Elections)	245,631	13,400	259,031
-490.00-				-
	Total Materials & Services	245,631	13,400	259,031
Debt, Capital, Transfers				
-490.00-847-00	Debt Interest Payments			-
-490.00-849-00	Debt Principal Payments			-
-490.00-745-00	Capital Outlay			-
-490.00-745-00	Capital Outlay			-
-491.-.-00	Tran To			-
-491.-.-00	Tran To			-
-492.-.-00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	245,631	13,400	259,031
			Total Change should = 0 >> (13,400)	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By <i>Cena Crook</i>		Date <i>6/14/16</i>		
Elected Official or Department Head		Date		
Approved By <i>[Signature]</i>		Date <i>6/14/16</i>		
Liasion Commissioner		Supp #5		

Exhibit A

CURRY COUNTY

SUPP #5

SUPPLEMENTAL BUDGET NO. 1 - Fy 2015-2016

Fund Budget Must Balance To \$0.00

Department: TO Commissioners' Fund

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET CHANGE	NEW Budget
			+ = increase - = decrease	
Revenue				-
	Total Resources	-	-	-
Personal Services				-
	Total Personal Services -	-	-	-
Materials & Services				
1.10-490.10-490.00-830-00	IGS-1.11 Commissioners	53,358	9,994	63,352
				-
				-
	Total Materials & Services	53,358	9,994	63,352
	Total Expenditures	53,358	9,994	63,352
			Total Change should = 0 >>	(9,994)
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By	<i>[Signature]</i>	Date	06-07-2016	
Elected Official or Department Head	<i>[Signature]</i>	Date	6/7/2016	
Approved By	<i>[Signature]</i>	Date		
Liasion Commissioner	N-A			SUPP #5

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

IN THE MATTER OF REALLOCATION OF)
APPROPRIATIONS BETWEEN CATEGORIES) **RESOLUTION**
IN THE 2015-2016 FISCAL YEAR BUDGET)

WHEREAS, there exists a need to transfer appropriated spending authority in the Curry County budget between expenditure categories for the purpose of providing for costs beyond the amount that was anticipated in the 2015-2016 fiscal year budget: and,

WHEREAS, additional revenue must be appropriated prior to expenditure; and,

WHEREAS, such increase and reallocation of appropriation is allowed under ORS 294.471; now,

BE IT RESOLVED that the 2015-2016 fiscal year budget for Curry County be modified as detailed in *Exhibit A* for the specific purpose of providing appropriations to cover expenditures through June 30, 2016.

Dated this 22 day of June 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to form:

John Hutt
Curry County Counsel