



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, September 07, 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. ANNOUNCEMENTS**
- 5. PUBLIC COMMENTS**
- 6. PRESENTATIONS TO THE BOARD**
 - a. Years of Service Award for Sergeant Dave Denney 15 years – Sheriff (5min)
- 7. ADMINISTRATIVE ACTIONS/ APPOINTMENTS**
 - a. Adopt a Job Description for an Existing Position, Code Enforcement Officer – Sheriff (5min)
 - b. Inter-Governmental Agreement (IGA) Single Trip Permit Authorization – Roads (2min)
 - c. Contract Between Curry County and Gold Beach Refrigeration & Heating – Facilities(10min)
 - d. Master Payroll Amendment #2 – Personnel (3min)
 - e. Request for FAA Approval of Agreement for Transfer of Entitlements – Commissioner Brown (5min)
 - f. FAA Grant Agreement for Brookings Wildlife Fencing AIP# 3-41-008-015-2016 – Commissioner Brown (5min)
 - g. Contract Between Curry County and Dedekind Engineering for Brookings Headstart Facilities Project National Oceanic and Atmospheric Administration (NOAA) Stormwater Information – Commissioner Brown (15min)
 - h. Curry Public Transit Oregon Department of Transportation (ODOT) Agreement #31479 Bus Replacement – Commissioner Brown (5min)
 - i. Revize Web Services Sales Agreement for New Curry County Web Design – Commissioner Huxley (30min)

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.

- j. Economic Development Department Proposal – Commissioner Brown (30min)
- k. Adopt a Job Description for a New Position, Admin & Tourism Promotions Assistant – Commissioner Brown (5min)
- l. Transferring Employee Matteson-Kinney to Administrative and Tourism Assistant – Commissioner Brown (5min)
- m. Adopt a Job Description for a New Position, Community Development Director – Commissioner Brown (5min)
- n. Reclassifying a Position, Community Development Director Carole Johnson – Commissioner Brown (5min)
- o. Contract Between Curry County and South Coast Development Counsel for Business and Economic Development Activities – Commissioner Brown (5min)

8. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

9. NEW BUSINESS

- a. Authorize a CCD Business Development Application to Business Oregon to Create a Curry County Enterprise Zone – Community Development (15min)

10. OLD BUSINESS

11. CONSENT CALENDAR

12. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

13. EXECUTIVE SESSION

14. ADJOURN

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: Years of Service Award, for Sgt. Dave Denney 15yrs

AGENDA DATE^a: 9/7/16 **DEPARTMENT:** Sheriff's Office **TIME NEEDED:** 5 min.

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

CONTACT PERSON: Sheriff John Ward/DJS **PHONE/EXT:** 3322 **TODAY'S DATE:** 7/25/16

BRIEF BACKGROUND OR NOTE^b: Recognition for fifteen years of Sheriff's Office service to the citizens of Curry County, OR

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Notice

- (1) Years of Service Award
- (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
- 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: Presentations

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

YEARS OF SERVICE

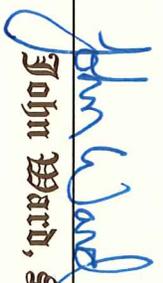
Curry County hereby recognizes:

Sergeant Dave Denney

For 15 years of Sheriff's Office (Corrections and Parole & Probation)

service to the citizens of Curry County, Oregon

AUGUST, 2001 - AUGUST, 2016


John Ward, Sheriff

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: Adopt a job description for an existing position - Code Enf Officer

AGENDA DATE^a: 9/7/16 **DEPARTMENT:** Sheriff **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: Sheriff Ward **PHONE/EXT:** 3221 **TODAY'S DATE:** 8/31/16

BRIEF BACKGROUND OR NOTE^b: Job description Code Enforcement Officer for environmental health, planning, nuisance, etc.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (2) Job description

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:

^cNote: 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) Creates position of code compliance enforcement officer

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

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Code Enforcement Officer

EXEMPT:	No	
UNION:	Yes - Teamsters	
SALARY LEVEL:	S-27	
SUPERVISOR:	Curry County Sheriff/Sheriff's Designee	
PREPARED BY:	County Legal Counsel	August 2016

POSITION SUMMARY:

This position performs technical work enforcing County ordinance codes and State Laws for environmental health, safety, nuisances, building, and zoning code violations.

SUPERVISION RECEIVED:

Work is supervised under the general direction of the Sheriff, or Sheriff's designee who assigns work, establishes goals and reviews the results obtained for overall effectiveness. Employee will collaborate and communicate with a variety of County departments regarding a variety of code enforcement matters but will answer to his/her supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Duties may include, but are not limited to the following)

1. Interprets nuisance abatement (i.e. high grass, noxious weeds, noise, abandoned vehicles, etc.), wrecking yard, County right-of-way, and land use zoning regulations/statutes, and environmental health regulations as they pertain to related enforcement activities. Provides information on these regulations to the general public and other agencies in oral and written form.
2. Meets with alleged ordinance violators in attempts to achieve compliance. Consistent with County policy for receiving complaints, responds to citizen complaints about violations. Serves as contact person between the county, departments, and concerned parties in an attempt to resolve complaints.
3. Performs field investigations and inspection duties to assist in the development of effective code enforcement programs for compliance with State and County requirements.

JOB DESCRIPTION
JOB TITLE: Code Enforcement Officer – Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

4. Prepares correspondence and documentation of specific violations and copies to Legal Counsel and affected department. Researches deeds, car ownerships, tax records or other legal documents in relation to enforcement complaints.
5. Serves legal papers on behalf of the County Sheriff. May provide sworn testimony on conditions or enforcement of zoning and health, and appear in court representing the County. Will consult with County legal counsel as needed.
6. Maintains accurate records of the type and number of actions being processed through the Sheriff's CAD Program, or other program deemed suitable. Will input/retrieve data for situs information, permit history, land use status, environmental health related issues/permits, ownership information, etc. Will provide written reports at regular intervals.
7. Participates in community meetings and professional groups, task forces and committees as necessary.
8. May perform special assignments or projects as assigned by the Sheriff or Sheriff's designee. Performs other related work as required.
9. Works with County Counsel on the submission of necessary legal documents to the court to support enforcement actions.

QUALIFICATION REQUIREMENTS:

Knowledge of or capacity and willingness to learn a variety of County enforcement ordinances, state statutes and any other regulations that serve as authority for enforcement actions including, but not limited, rules on search and seizure, evidence, and courtroom testimony.

Ability to work with the public to obtain compliance through professional and courteous persuasion and reason.

Ability to maintain positive effective relationships with co-workers, County department staff, other agencies and the public.

Writing skills to effectively compose written material in a professional and understandable manner.

JOB DESCRIPTION
JOB TITLE: Code Enforcement Officer – Page 3

QUALIFICATION REQUIREMENTS: (cont.)

Good verbal skills.

Ability to maintain composure when dealing in stressful situations and dealing with difficult people.

Commitment to maintain confidentiality on sensitive issues;

Willingness to wear a uniform appropriately, if required.

Knowledge of safety procedures and equipment specific to the position's area of assignment.

Knowledge of modern office practices and ability to use office equipment.

Ability to work in a variety of weather conditions, high places, and confined areas.

EXPERIENCE AND TRAINING:

Two (2) years college course work in planning, environmental science, sanitation or health, law enforcement, or a related field; and two (2) years' experience working with the public in areas that relate to ordinance enforcement, planning, building and land use inspection, environmental health and science or closely related field; or any satisfactory equivalent combination of education, training and/or experience relevant to the position.

NECESSARY SPECIAL REQUIREMENTS:

1. Possession of or ability to possess within 30 days of hire, a valid Oregon driver license and the ability to meet County driving standards. Must maintain an acceptable driver's record.
2. Must pass a criminal history background investigation.

PHYSICAL DEMANDS:

Visual/hearing ability sufficient to comprehend written/verbal communications.

Ability to drive a vehicle in a variety of adverse weather conditions, occasionally for lengthy distances, or at night.

JOB DESCRIPTION
JOB TITLE: Code Enforcement Officer – Page 4

WORK ENVIRONMENT:

Work is performed in the field both at construction sites and moving from one County location to another for various enforcement services. Work may require evening and weekend assignments. Schedule may be adjusted depending on job needs.

Work requires visual and sensory inspection of a variety of conditions concerning construction, health and safety issues involving entering private property, businesses, and assessing obstructions in the right-of-way. Enforcement duties require presenting unwelcome information in a courteous manner, and interacting with the public, businesses, and property owners who may react negatively to the enforcement.

Some duties of this position require field inspections in an outdoor environment and during adverse weather conditions. Field inspections may be at relatively remote sites in the county. Employee may encounter various situations or environmental hazards in performing site visits.

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

**IN THE MATTER OF ADOPTING A
POSITION DESCRIPTION FOR AN
EXISTING POSITION**

)
)
)

ORDER NO: _____

WHEREAS, it is the recommendation of Sheriff John Ward that the attached position description be adopted for the following position:

Code Enforcement Officer
Position Title

S-27
Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of September 7, 2016. This description replaces any previous description approved for this position.

Dated this 07 day of September, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
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: IGA- Single Trip Permit Authorization

AGENDA DATE^a: Sept. 7, 2016 **DEPARTMENT:** Road **TIME NEEDED:** 2 Min.

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

CONTACT PERSON: Doug **PHONE/EXT:** 3393 **TODAY'S DATE:** 8/24/2016

BRIEF BACKGROUND OR NOTE^b: This Agreement allows the State of Oregon to authorize single trip permits for Oversize and overweight vehicles for roads that are under County jurisdiction. This Agreement will terminate ten years from the date of execution.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1) IGA No. 31491

(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: Christy Jordan

Send Printed Copy to:

Address: 3930 Faiwiw Industrial DR. SE

Email a Digital Copy to:

City/State/Zip: Salem, OR 97302

Other

Phone: 503-378-6192

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) Allows ODOT to issue permits for oversize vehicles on roads in county jurisdiction.

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

INTERGOVERNMENTAL AGREEMENT
Single Trip Permit Authorization
Curry County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Curry County, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in ORS [190.110](#), state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Under ORS Chapter 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Single Trip Permits (OS/OW STP). Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed. Such routing includes State highways, county roads and city streets.
3. Under ORS 818.200, a county may issue a permit that allows use of the roads under its jurisdiction for travel by oversize/overweight vehicles and loads.
4. In order to simplify and expedite the issuance of the permits, County desires State to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads.
5. State desires to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads according to the terms of this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. This Agreement shall supersede and replace Agreement No.23640 and its subsequent amendment(s), in its/their entirety. Agreement No. 23640 will terminate upon the execution of this Agreement.
2. County grants State authority to issue OS/OW STPs for travel over roads which are under the jurisdiction of County, in accordance with the terms of this Agreement. This Agreement addresses only issuance of OS/OW STPs by State for travel over

roads which are under the jurisdiction of County. State is not authorized to issue any other type of oversize/overweight variance permit under this Agreement. .

3. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically **terminate ten (10) years** from the date of execution, unless extended by a fully executed amendment.
4. Each Party will be responsible for their own costs associated with this Agreement.

COUNTY OBLIGATIONS

1. County shall provide State with a list of the roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. The list shall include the maximum weights allowable for the road or road segment, and allowable dimensions, based on vertical and horizontal clearances, for the road or road segment. The information will be included in the Joint-State County blanket document maintained in the electronic routing manual, and shall be deemed County's written authorization for travel by oversize/overweight vehicles and loads on the County road or road segment identified.
2. County shall provide State with a list of County employees, including at least one primary and secondary contact, who are authorized to designate those roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. County shall provide State written notice of changes in authorized employees at least two (2) weeks prior to the change. In the event a motor carrier requests a route or routes, or vehicle or load size or dimension, that is not included in the Joint-State blanket document, State shall contact the County designee for approval.
3. In the event County is contacted by State as described in Paragraph 2 of County Obligations, County shall respond within two (2) business hours of initial contact. If County fails to respond within two (2) business hours, State will issue the OS/OW STP authorizing travel on state highways only and will direct the motor carrier to obtain a separate OS/OW STP for travel on County roads from the County.
4. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
5. County's Contact for this Agreement is: Doug Robbins, 28425 Hunter Creek Road Gold Beach, OR 97444 Phone # (541) 247-7097 Email: robbinsd@co.curry.or.us. County shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall issue OS/OW STPs under this Agreement only for travel over specified County roads.
2. State shall collect the fee established in ORS 818.270 for both the State and County. The County fee shall be forwarded to the County for each OS/OW STP issued through this Agreement on a monthly basis.
3. Unless otherwise directed by County, in each OS/OW STP issued by the State for travel on County roads, State shall include the same general and special provisions State requires for travel on state highways. The routes and maximum weights and dimensions that may be authorized in OS/OW STPs issued by the State for travel on County roads shall be those contained in the Joint-State County blanket document maintained in the electronic routing manual or those obtained from the authorized County employee under Paragraph 2 of County Obligations.
4. State's Contact for this Agreement is: Christy Jordan, Over-Dimension Permit Manager/Freight Mobility Coordinator, ODOT - Motor Carrier Transportation Division, 3930 Fairview Industrial Dr. SE, Salem OR, 97302, 503-378-6192, christy.a.jordan@odot.state.or.us., or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this agreement.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Each Party shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all cost and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its contractors complies with these requirements.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

9. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure

of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Curry County, by and through its elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

APPROVED FOR LEGAL SUFFICIENCY (If required in County's process)

By _____
County Counsel

Date _____

County Contact
Doug Robbins
28425 Hunter Creek Road
Gold Beach, OR 97444
Phone: (541) 247-7097
Email: robbinsd@co.curry.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Division Administrator, Motor Carrier Transportation Division

Date _____

APPROVAL RECOMMENDED

By _____
Motor Carrier Services Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By: Mark F. Schumock via Email
Assistant Attorney General (If Over \$150,000)

Date: August 17, 2016

State Contact:
Christy Jordan, Over-Dimension Permit Manager/Freight Mobility Coordinator
ODOT – Motor Carrier Transportation Division
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-378-6192
Christy.a.jordan@odot.state.or.us

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: Contract between Curry County and Gold Beach Refrigeration and Heating

AGENDA DATE^a: 09-07-16 **DEPARTMENT:** Maintenance **TIME NEEDED:** 10 min

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

CONTACT PERSON: E. Hanson **PHONE/EXT:** **TODAY'S DATE:** 08-29-16

BRIEF BACKGROUND OR NOTE^b: Contract to Procur and Install HVAC for Sheriff's Dept.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Contract

- (1)Contract
- (2)Exhibits A and B

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: Gold Beach Heating

Send Printed Copy to:

Address: P.O. Box 723

Email a Digital Copy to:

City/State/Zip: Gold Beach, OR 97444

Other

Phone:

Due date to send: / /

Email:

^cNote: 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: Adminstrative Actions

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

(If Yes, brief detail) Contract with Gold Beach Heating for Sheriff HVAC work

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

**CONTRACT BETWEEN CURRY COUNTY AND
GOLD BEACH REFRIGERATION & HEATING**

This contract is made and entered into this 07 day of September, 2016 by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and Gold Beach Refrigeration & Heating (Contractor).

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the services

Procure and Install HVAC for Sheriff Department

Services Outlined in Exhibit "A" (Estimate 1337) that is attached hereto and incorporated by reference.

Contractor shall perform work to specifications and according to generally accepted standards in Contractor's trade or industry.

2. Performance and Payment Bond

The Board of Curry County Commissioners has specifically waived the requirement for a performance and a payment bond.

3. Completion Date

Time is of the essence. Contractor shall begin work on the project immediately upon execution of this agreement and shall complete all tasks within 90 days of contract authorization.

4. Compensation Not to Exceed

Contractor agrees to perform the work called for under this contract for an amount not to exceed \$14, 550.00 as set forth on Exhibit "A".

5. Prevailing Wages and Procurement

Contractor and County agree that the project is not subject to prevailing wages because the amount of the contract is less than \$50,000.

6. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

7. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279B.220 and 279B.230 that are incorporated by reference into this agreement.

8. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

9. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

10. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

11. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

12. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

13. Severability

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

14. Termination for Convenience

County shall have the right to terminate this contract in its entirety at its convenience. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

15. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

16. Applicable Laws

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.

17. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

Mike Luzmoor
By (signature)

Aug 30 16
Date

Mike Luzmoor
Printed Name

On Record
Federal I.D. No.

ON RECORD
Street

ON RECORD
City State Zip Code

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form:

John R. Huttel, Curry County Legal Counsel



CCB #97230
541-247-8100
541-347-1600

93976 Ocean Way • P.O. Box 723 • Gold Beach, OR 97444



It's Hard To Stop A Trane®

Estimate

Date	Estimate #
8/20/16	1337

Gold Beach Refrigeration & Heating

P.O. Box 723
93976 Ocean Way
Gold Beach, OR 97444-0723

Name / Address
Curry County Maintenance Coordinator PO Box 746 Gold Beach, OR 97444

Job Location	Project
Sheriff	

Description	Qty	Cost	Total
RE: Curry County Sheriff Patrol Office - Common Hall Area & Evidence Room PROVIDE THE FOLLOWING EQUIPMENT: 1 Mitsubishi Model MXZ8C48 4 Ton Multi Zone Outdoor Heat Pump 1 Mitsubishi Model MUZG109NA Indoor Unit 2 Mitsubishi Model MUZG124NA Indoor Units 3 Handheld Remote Controls 2 Condensate Pumps 1 Three-Connection Branch Box INSTALLATION DESCRIPTION Provide and install listed equipment Provide and install copper line set from roof top location to branch box in generator room Provide and install copper refrigerant line sets Provide and install PVC condensate drain lines Provide and install condensate pumps as needed 1 Year Labor Warranty / All Parts Warranty per Manufacturer			
Total			



CCB #97230
541-247-8100
541-347-1600

93976 Ocean Way • P.O. Box 723 • Gold Beach, OR 97444



Estimate

Date	Estimate #
8/20/16	1337

Gold Beach Refrigeration & Heating

P.O. Box 723
93976 Ocean Way
Gold Beach, OR 97444-0723

Name / Address
Curry County Maintenance Coordinator PO Box 746 Gold Beach, OR 97444

Job Location	Project
Sheriff	

Description	Qty	Cost	Total
<p>NOTE: Crane cost is included in this estimate NOTE: All high voltage electrical provided by others NOTE: All permits provided by others NOTE: Unless specifically included above, the following items are excluded: cutting and patching, painting, carpentry, sheetrock, digging and backfill, concrete work, electrical, flooring, roofing, permits & inspection fees. Repair resulting from accessing work in walls, floors, ceiling and underground. Due to unstable market of metal and materials, the above quoted bid is good for 30 days.</p> <p>MATERIALS & LABOR</p> <p>Reviewed & Accepted.... _____</p> <p>Date: _____</p>		14,550.00	14,550.00
Total			\$14,550.00

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: Master Payroll Amendement #2

AGENDA DATE^a: 9/7/16 **DEPARTMENT:** Personnel **TIME NEEDED:** 3 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 Swift **PHONE/EXT:** 3233 **TODAY'S DATE:** 8/24/16

BRIEF BACKGROUND OR NOTE^b: Corrections to the Master Payroll

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Order
- (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)
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:

***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: Adminstrative Actions

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

(If Yes, brief detail) Corrects master payroll

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

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	PERS County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<i>GENERAL FUND - 1.10</i>																			
<i>BOPTA</i>																			
411.30	County Clerk	Renee Kolen	EO	0.5%				25.87		25.87	5.00		0.03	1.98	PERS	4.71	0.03	0.32	37.94
411.30	Records Manager	Becky Ross	F	5%	U9	A.5		174.65	4.47	179.12	50.00		0.33	13.70	PERS	32.58	0.20	3.22	279.16
<i>Elections</i>																			
414.00	County Clerk	Renee Kolen	EO	49.5%				2,561.54		2,561.54	495.00		3.24	195.96	PERS	465.94	2.93	2.65	3,727.27
414.00	Elections Administrator/Chief Deputy	Shelley Denney	F	100%	E12	C		4,798.00	135.40	4,933.40	1,000.00		6.55	377.41	PERS	897.39	5.64	5.72	7,226.10
<i>Tax Office</i>																			
415.15	Chief Tax Deputy	Sheryl Luzmoor	F	100%	SEIU	U7	E	3,409.00	73.58	3,482.58	1,000.00		6.55	266.42	PERS	633.48	3.98	5.36	5,398.38
<i>Treasurer's Office</i>																			
415.16	County Treasurer	Debbie Crumley	EO	100%				5,127.00		5,127.00	1,000.00		4.20	392.22	PERS	932.60	62.26	5.36	7,523.64
<i>Assessor's Office</i>																			
415.17	County Assessor	Jim Kolen	EO	100%				5,228.83		5,228.83	1,000.00		6.55	400.01	PERS	951.12	63.50	5.36	7,655.38
415.17	Deputy Assessor	Tracy Garner	F	100%	E11	F		5,214.00	135.40	5,349.40	1,000.00		6.55	409.23	PERS	973.06	64.96	5.72	7,808.92
415.17	Appraiser II	Anthony Pagano	F	100%	SEIU	U8	A	3,092.00	-	3,092.00	1,000.00		4.20	236.54	OPSRP	233.76	37.55	5.36	4,609.40
415.17	Appraiser II	Kiley Wegner	F	100%	SEIU	U8	A	3,092.00	-	3,092.00	1,000.00		6.55	236.54	OPSRP	233.76	37.55	5.36	4,611.75
415.17	Administrative Secretary	Wendy Carpenter	F	100%	SEIU	U7	A.5	2,874.00	44.15	2,918.15	1,000.00		6.55	223.24	OPSRP	220.61	3.34	5.36	4,377.25
415.17	Sr. Department Specialist	Lacey Kreick	F	100%	SEIU	U6	A	2,544.00	-	2,544.00	1,000.00		4.20	194.62	OPSRP	192.33	2.91	5.36	3,943.42
415.17	Cartographer/Appraiser	Lacey Young	IRR					20.75		1,708.42			-	130.69	OPSRP	129.16	1.95	2.72	1,972.94
<i>G.I.S.</i>																			
415.18			F	0%				-	-	-	-		-	-	OPSRP	-	-	-	-
<i>District Attorney's Office</i>																			
415.30	Deputy District Attorney III	Jake Conde	F	100%	E14	E		5,964.00		5,964.00	1,000.00		6.50	456.25	OPSRP	450.88	6.82	5.72	7,890.17
415.30	Deputy District Attorney I	Josh Spansail	F	100%	E11	C.5		4,618.00	-	4,618.00	1,000.00		6.55	353.28	OPSRP	349.12	5.28	5.72	6,337.95
415.30	Office Manager	Stacy DeLonge	F	75%	E9	C.5		2,991.00	-	2,991.00	750.00		3.15	228.81	OPSRP	226.12	3.42	4.29	4,206.79
415.30	Legal Secretary	Tim Smith	F	100%	SEIU	U6	C	2,990.00	-	2,990.00	1,000.00		4.20	228.74	OPSRP	226.04	3.42	5.72	4,458.12
415.30	CDI	Jackie Antunes		0.80	23%	SEIU	U8	A		606.83	230.00		1.51	46.42	OPSRP	45.88	0.69	1.32	932.65
<i>Recording</i>																			
415.40	County Clerk	Renee Kolen	EO	50%				2,587.42		2,587.42	500.00		3.28	197.94	PERS	470.65	2.96	2.68	3,764.92
415.40	Records Manager	Becky Ross	F	95%	N9	A.5		3,318.35	85.01	3,403.36	950.00		6.22	260.36	PERS	619.07	3.89	5.09	5,247.99
415.40	Deputy Clerk I	Stephanie Maurer	F	100%	SEIU	U6	A	2,544.00	-	2,544.00	1,000.00		6.55	194.62	OPSRP	192.33	2.91	5.36	3,945.77
<i>Surveyor</i>																			
419.15	County Surveyor	Relly Smith	EO	IRR				49.22		3,412.59	-		-	261.06	OPSRP	257.99	41.44	2.29	3,975.37
419.15	Department Specialist	Sherri Fetters	IRR					14.00		1,092.00	-		-	83.54	OPSRP	82.56	1.25	2.57	1,261.92
419.15	Survey Tech	Cody Coons	IRR					15.00		260.00				19.89			3.16	0.57	283.62
419.15	Survey Tech	Quincy Coons	IRR					15.00		260.00				19.89			3.16	0.57	283.62
<i>Sheriff - Civil and Criminal</i>																			
421.20	County Sheriff	John Ward	EO	40%	EO			2,525.33		2,525.33	400.00		3.46	193.19	PERS	459.36	59.34	2.29	3,642.96
421.20	Captain	Mick Espinoza	F	30%	E15	D		1,803.30	-	1,803.30	300.00		2.60	137.95	PERS	328.02	42.37	1.72	2,615.95

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
421.20	Detective III	David Gardiner	F	100%	TMSTR	S6	F	5,055.00	193.42	5,248.42	1,089.37	50.00	8.65	401.50	PERS	954.69	123.32	5.72	7,881.67
421.20	Sergeant II	John Ensley	F	100%	TMSTR	S18	E	5,536.00	193.42	5,729.42	1,089.37	50.00	8.65	438.30	PERS	1,042.18	134.62	5.72	8,498.26
421.20	Road Deputy III	Phillip McDonald	F	100%	TMSTR	S3	F	4,884.00	-	4,884.00	1,089.37	50.00	8.65	373.63	PERS	888.40	114.75	5.72	7,414.52
421.20	Road Deputy III	Nathanael Hughes	F	100%	TMSTR	S3	E	4,653.00	-	4,653.00	1,089.37	50.00	8.65	355.95	OPSRP	543.01	109.33	5.72	6,815.03
421.20	Road Deputy II	open position	F	100%	TMSTR	S2	A	3,644.00	-	3,644.00	1,089.37	50.00	8.65	278.77	OPSRP	425.25	85.62	5.72	5,587.38
421.20	Road Deputy I	Chris Hanson	F	100%	TMSTR	S1	D	4,018.00	-	4,018.00	1,089.37	50.00	8.65	307.38	OPSRP	468.90	94.41	5.72	6,042.42
421.20	Road Deputy I	Mackenzie Burdett	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,809.82
421.20	Road Deputy I	open position	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Road Deputy I	Lucas Tobias	F	100%	TMSTR	S1	B	3,644.00	-	3,644.00	1,089.37	50.00	6.30	278.77	OPSRP	425.25	85.62	5.72	5,585.03
421.20	Road Deputy I	Don Miller	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Road Deputy I	open position	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Road Deputy I	open position	F	100%	TMSTR	S1	C	3,826.00	-	3,826.00	1,089.37	50.00	8.65	292.69	OPSRP	446.49	89.90	5.72	5,808.82
421.20	Chief Civil Deputy II	Joan Allen-Steinke	F	100%	TMSTR	S14	F	4,367.00	89.80	4,456.80	1,089.37	50.00	8.65	340.95	OPSRP	520.11	104.72	5.72	6,576.31
421.20	Executive Administrative Assistant	Pam Dickson	F	100%	TMSTR	S12	F	4,584.00	-	4,584.00	1,089.37	50.00	6.30	350.68	OPSRP	534.95	5.24	5.72	6,626.26
<i>Search and Rescue</i>																			
421.21	County Sheriff	John Ward	EO	10%	EO			631.33	-	631.33	100.00	-	0.87	48.30	PERS	114.84	14.83	0.57	910.74
421.21	Captain	Mick Espinoza	F	25%	E15	D		1,502.75	-	1,502.75	250.00	-	2.16	114.96	PERS	273.35	35.31	1.43	2,179.96
421.21	Sergeant II	Ted Heath	F	12%	TMSTR	S18	E	664.32	23.21	687.53	130.72	6.00	1.04	52.60	PERS	125.06	16.15	0.69	1,019.79
<i>Marine Patrol</i>																			
421.23	Sergeant II	Ted Heath	F	88%	TMSTR	S18	E	4,871.68	170.21	5,041.89	958.65	44.00	7.61	385.70	PERS	917.12	118.91	5.03	7,478.91
421.23	Marine Deputy III	Walter Scherbarth	F	100%	TMSTR	S3	F	4,884.00	193.42	5,077.42	1,089.37	50.00	8.65	388.42	PERS	923.58	119.75	5.72	7,662.91
<i>Forest Patrol</i>																			
421.24	Forest Patrol Deputy	Jared Gray	F	100%	TMSTR	S2	F	4,653.00	57.38	4,710.38	1,089.37	50.00	8.65	360.34	OPSRP	549.70	110.68	5.72	6,884.84
<i>Corrections</i>																			
421.26	County Sheriff	John Ward	EO	25%	EO			1,578.33	-	1,578.33	250.00	-	2.16	120.74	PERS	287.10	37.08	1.43	2,276.85
421.26	Captain	Mick Espinoza	F	10%	E15	D		601.10	-	601.10	100.00	-	0.87	45.98	PERS	109.34	14.12	0.57	871.98
421.26	Sergeant II	Joel Hensley	F	70%	S18	D		3,690.40	94.78	3,785.18	700.00	-	6.06	289.57	PERS	688.52	88.94	5.72	5,563.98
421.26	Corporal	Lena Rupe	F	100%	TMSTR	S16	B	4,149.00	-	4,149.00	1,089.37	50.00	8.65	317.40	OPSRP	484.19	97.48	5.72	6,201.81
421.26	Corrections Deputy II	James Turner	F	100%	TMSTR	S8	F	4,167.00	125.72	4,492.72	1,089.37	50.00	8.65	343.69	PERS	817.23	105.56	5.72	6,912.94
421.26	Corrections Deputy I	Jeremy Dumire	F	100%	TMSTR	S7	D	3,772.00	-	3,772.00	1,089.37	50.00	6.30	288.56	OPSRP	440.19	88.63	5.72	5,740.77
421.26	Corrections Deputy I	Jordan Rhodes	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Corrections Deputy I	Jacob Howard	F	100%	TMSTR	S7	C	3,592.00	-	3,592.00	1,089.37	50.00	8.65	274.79	OPSRP	419.19	84.40	5.72	5,524.11
421.26	Corrections Deputy I	Jeremy Krohn	F	100%	TMSTR	S7	C	3,592.00	-	3,592.00	1,089.37	50.00	8.65	274.79	OPSRP	419.19	84.40	5.72	5,524.11
421.26	Corrections Deputy I	Ryan Brose	F	100%	TMSTR	S7	C	3,592.00	-	3,592.00	1,089.37	50.00	6.30	274.79	OPSRP	419.19	84.40	5.72	5,521.76
421.26	Corrections Deputy I	Ray Warren	F	100%	TMSTR	S7	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.26	Corrections Deputy I	Kyle Curtis	F	100%	TMSTR	S7	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.26	Corrections Deputy I	Jennifer Crandell	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Corrections Deputy I	Roddy Grace	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Corrections Deputy I	Robert Helme	F	100%	TMSTR	S7	A	3,258.00	-	3,258.00	1,089.37	50.00	8.65	249.24	OPSRP	380.21	76.55	5.72	5,117.74
421.26	Facilities Maintenance Worker	Tad Ringulet	F	50%	SEIU	U6	A,5	1,390.00	-	1,390.00	500.00	-	3.28	106.34	OPSRP	105.08	40.12	2.86	2,147.67
421.26	Health Care Performance Officer	Georganna Greene	IRR					50.00	-	2,166.67	-	-	-	165.75	PERS	-	50.91	1.43	2,384.75
421.26	Jail Nurse Practitioner	Mary Frodermann	IRR					50.00	-	625.00	-	-	-	47.81	OPSRP	-	14.69	0.36	687.86
421.26	Health Care Performance Officer	Jeannine Williams-Barnard	IRR					50.00	-	2,166.67	-	-	-	165.75	PERS	-	50.91	1.43	2,384.75
<i>Communications</i>																			
421.51	County Sheriff	John Ward	EO	15%	EO			947.00	-	947.00	150.00	-	1.30	72.45	PERS	172.26	22.25	0.86	1,366.11
421.51	Captain	Mick Espinoza	F	20%	E15	D		1,202.20	-	1,202.20	200.00	-	1.73	91.97	PERS	218.68	28.25	1.14	1,743.97
421.51	Sergeant II	Joel Hensley	F	30%	S18	D		1,581.60	40.62	1,622.22	300.00	-	2.60	124.10	PERS	295.08	38.12	5.72	2,387.83
421.51	Communications Deputy III	Randy Ullom	F	100%	TMSTR	S12	F	4,584.00	94.29	4,678.29	1,089.37	50.00	8.65	357.89	PERS	850.98	109.92	5.72	7,150.82
421.51	Communications Deputy III	Kathy Mazur	F	100%	TMSTR	S12	F	4,584.00	56.57	4,640.57	1,089.37	50.00	8.65	355.00	PERS	844.12	109.03	5.72	7,102.47
421.51	Communications Deputy I	Stacy Wright	F	100%	TMSTR	S10	F	4,158.00	51.30	4,209.30	1,089.37	50.00	6.30	322.01	OPSRP	491.23	98.90	5.72	6,272.83

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
421.51	Communications Deputy I	Tracey Morse	F	100%	TMSTR	S10	D	3,772.00	-	3,772.00	1,089.37	50.00	8.65	288.56	OPSRP	440.19	88.63	5.72	5,743.12
421.51	Communications Deputy I	DJ Storms	F	100%	TMSTR	S10	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.51	Communications Deputy I	Briana Francisco	F	100%	TMSTR	S10	B	3,420.00	-	3,420.00	1,089.37	50.00	8.65	261.63	OPSRP	399.11	80.36	5.72	5,314.84
421.51	Communications Deputy I	Marcus Dennard	F	100%	TMSTR	S10	A	3,258.00	-	3,258.00	1,089.37	50.00	6.30	249.24	OPSRP	380.21	76.55	5.72	5,115.39
421.51	Communications Deputy I	Chastlity Kolmorgan	F	100%	TMSTR	S10	A	3,258.00	-	3,258.00	1,089.37	50.00	6.30	249.24	OPSRP	380.21	76.55	5.72	5,115.39
<i>Adult Parole and Probation</i>																			
423.50	County Sheriff	John Ward	EO	10%		EO		631.33	-	631.33	100.00		0.87	48.30	PERS	114.84	14.83	0.57	910.74
423.50	Captain	Mick Espinoza	F	15%		E15	D	901.65	-	901.65	150.00		0.95	68.98	PERS	164.01	21.19	5.72	1,312.49
423.50	Sergeant II	David Denney	F	100%	TMSTR	S18	F	5,810.00	135.40	5,945.40	1,089.37	50.00	6.30	454.82	PERS	1,081.47	139.69	5.72	8,772.77
423.50	Adult Parole & Probation Officer III	Mike Lang	F	100%	TMSTR	S26	F	4,942.00	135.40	5,077.40	1,089.37	50.00	8.65	388.42	PERS	923.58	119.30	5.72	7,662.44
423.50	Adult Parole & Probation Officer I	Vicki Fisher	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,089.37	50.00	6.30	347.18	OPSRP	825.52	106.63	5.72	6,969.06
423.50	Adult Parole & Probation Officer I	Dona Dotson	F	100%	TMSTR	S24	F	4,483.00	55.33	4,538.33	1,089.37	50.00	6.30	347.18	PERS	825.52	106.63	5.72	6,969.06
<i>Juvenile</i>																			
423.60	Juvenile Director	Jay Trost	F	80%		E14	F	5,008.80	-	5,008.80	800.00		5.24	383.17	OPSRP	378.67	117.69	4.58	6,698.14
423.60	Operations Manager	Penny Hudgens	F	80%		N9	F	3,604.80	148.26	3,753.06	800.00		3.36	287.11	PERS	682.68	4.29	5.72	5,536.23
423.60	Sr. Juvenile Counselor	Wendy Lang	F	100%	SEIU	U12	B	4,708.00	96.71	4,804.71	1,000.00		6.55	367.56	OPSRP	363.24	112.89	5.72	6,660.67
423.60	Juvenile Counselor II	Alonzo Nails	F	100%	SEIU	U9	A	3,636.00	-	3,636.00	1,000.00		4.20	278.15	OPSRP	274.88	85.43	5.72	5,284.39
423.60	Juvenile Counselor II	Karlie Wright	F	100%	SEIU	U9	B	3,818.00	57.27	3,875.27	1,000.00		6.55	296.46	OPSRP	292.97	91.05	5.72	5,568.02
423.60	Community Service Coordinator	Tate Wardle	F	70%	SEIU	U8	A.5	2,366.70	-	2,366.70	700.00		2.94	181.05	OPSRP	178.92	55.61	4.00	3,489.23
423.60	Summer Work Crew Leader	Samantha Henry	IRR					13.50		450.00	-		-	34.43	PERS	-	12.20	1.10	497.72
423.60	Summer Work Crew	Jaedyn Greene	IRR					10.00		433.33	-		-	33.15	PERS	-	11.75	1.10	479.33
423.60	Summer Work Crew	Taylor Bright	IRR					10.00		433.33	-		-	33.15	PERS	-	11.75	1.10	479.33
423.60	Summer Work Crew	Taylor Mather	IRR					10.00		433.33	-		-	33.15	PERS	-	11.75	1.10	479.33
<i>Emergency Services</i>																			
429.10	Emergency Services Coord	Don Kendall	F	100%		E10	A	3,892.00	-	3,892.00	1,000.00		4.20	297.74	OPSRP	294.24	8.22	5.72	5,502.11
<i>Solid Waste</i>																			
432.10	County Legal Counsel	John Huttli	F	14%		E17	F	1,030.26	-	1,030.26	140.00		0.59	78.81	PERS	187.40	1.18	0.80	1,439.05
<i>RSVP</i>																			
466.36	RSVP Program Director	Beth Barker-Hidalgo	.9 FTE	100%		E8	B	3,024.00	75.61	3,099.61	800.00		6.55	237.12	PERS	563.82	6.55	4.58	4,718.22
<i>Veterans' Services</i>																			
466.37	Veterans' Services Officer	Anthony Vouidy	F	100%		E8	B	3,445.00	-	3,445.00	1,000.00		4.20	263.54	OPSRP	260.44	7.28	5.72	4,986.18
466.37	Assistant Veterans Services Officer	Kathleen Cates-Richardson	IRR					12.00		832.00					OPSRP	62.90	0.95	2.57	
<u>COMMISSIONERS' FUND - 1.11</u>																			
<i>Commissioners' Office</i>																			
411.10	Commissioner	David Brock Smith	EO	100%				5,539.00	-	5,539.00	1,000.00		4.20	423.73	OPSRP	418.75	11.70	5.36	7,402.74
411.10	Commissioner	Susan Brown	EO	100%				5,064.00	-	5,064.00	1,000.00		4.20	387.40	OPSRP	382.84	10.70	5.36	6,854.49
411.10	Commissioner	Tom Huxley	EO	100%				833.33	-	833.33	1,089.37		-	63.75	OPSRP	-	1.76	2.97	1,991.18
<u>ROAD FUND - 1.15</u>																			
431.00	Roadmaster	Douglas Robbins	F	100%		E17	F	7,359.00	-	7,359.00	1,000.00		6.55	562.96	OPSRP		89.37	5.72	9,023.60
431.00	Road Maint/Const Foreman	Donald Hannen	F	100%		R10	B	23.86	-	4,155.62	1,000.00		6.55	317.90	OPSRP	314.16	228.56	5.75	6,028.54
431.00	Office Manager	Diana Carpenter	F	100%		R8	F	23.86	119.03	4,274.65	1,000.00		6.55	327.01	PERS	777.56	4.89	5.75	6,396.40
431.00	Shop Foreman	Rockey Carpenter	F	100%		M3	F	24.96	177.72	4,524.92	1,000.00		4.20	346.16	PERS	823.08	120.25	5.75	6,824.36
431.00	Road Maint/Construction III	Allen Rhodes	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	746.58	225.74	5.75	6,402.97

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
431.00	Road Maint/Construction III	Ed Allen	F	100%		M4	D	20.51	-	3,572.16	1,000.00		6.55	273.27	OPSRP	270.06	196.47	5.75	5,324.25
431.00	Road Maint/Construction III	Lynn Cary	F	100%		M4	F	22.64	161.23	4,104.36	1,000.00		6.55	313.98	PERS	746.58	225.74	5.75	6,402.97
431.00	Road Maint/Construction III	Gary Carter	F	100%		M4	F	22.64	-	3,943.13	1,000.00		6.55	301.65	OPSRP	298.10	216.87	5.75	5,772.05
431.00	Road Maint/Construction III	Allan Avery	F	100%		M4	E	21.56	-	3,755.03	1,000.00		6.55	287.26	OPSRP	283.88	206.53	5.75	5,545.00
431.00	Mechanic	Robert Halcomb	F	100%		M4	F	22.64	112.86	4,055.99	1,000.00		4.20	310.28	PERS	737.79	107.79	5.75	6,221.80
431.00	Drainage/Vegetation Maint	Gary Wolford	F	100%		M4	F	22.64	112.86	4,055.99	1,000.00		6.55	310.28	PERS	737.79	223.08	5.75	6,339.44
431.00	Road Maint/Construction II	Steven Brewer	F	100%		M5	F	20.51	146.09	3,718.25	1,000.00		6.55	284.45	PERS	676.35	204.50	5.75	5,895.84
431.00	Road Maint/Construction II	Chuck Gage	F	100%		M5	F	20.51	-	3,572.16	1,000.00		4.20	273.27	PERS	649.78	196.47	5.75	5,701.62
431.00	Road Maint/Construction I	Bruce Kaufman	F	100%		M6	C	16.05	-	2,795.38	1,000.00		6.55	213.85	PERS	508.48	153.75	5.75	4,683.74
431.00	Road Maint/Construction I	Kim Alexander	F	100%		M6	C	16.05	-	2,795.38	1,000.00		6.55	213.85	OPSRP	211.33	153.75	5.75	4,386.59
431.00	Road Maint/Construction I	Stephanie Herzog	F	100%		M6	C	16.05	-	2,795.38	1,000.00		4.20	213.85	OPSRP	211.33	153.75	5.75	4,384.24
431.00	Engineering Tech II	Lloyd Matlock	F	100%		R8	F	23.86	85.02	4,240.64	1,000.00		6.55	324.41	OPSRP	320.59	51.50	5.75	5,949.43
431.00	Engineering Tech II	Robert Schafer	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	786.84	52.53	5.75	6,508.23
431.00	Engineering Tech II	Jerry Story	F	100%		R8	F	23.86	170.04	4,325.66	1,000.00		6.55	330.91	PERS	786.84	52.53	5.75	6,508.23
431.00	Sr. Accounting Specialist	Susan Martin	IRR					15.97	-	1,384.07				105.88	OPSRP	104.64	1.58	2.86	1,599.03

LAW LIBRARY FUND - 1.26

412.50	Office Manager	Stacy De Longe	F	25%		E9	C.5	997.00	-	997.00	250.00		1.05	76.27	OPSRP	75.37	1.14	1.43	1,402.26
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ECONOMIC DEVELOPMENT FUND - 1.27

465.20	Economic Development Assistant	Summer Matteson	F	45%		N8	B	1,512.00	-	1,512.00	450.00		2.95	115.67	OPSRP	114.31	1.73	2.57	2,199.23
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COUNTY PARKS FUND - 1.40

452.50	Juvenile Director	Jay Trost	F	20%		E14	F	1,252.20	-	1,252.20	200.00		1.31	95.79	OPSRP	94.67	29.42	1.14	1,674.54
452.50	Operations Manager	Penny Hudgens	F	20%		N9	F	901.20	37.07	938.27	200.00		0.84	71.78	PERS	170.67	1.07	5.72	1,388.35
452.50	Community Service Coordinator	Tate Wardle	F	30%	SEIU	U8	A.5	1,014.30	-	1,014.30	300.00		1.26	77.59	OPSRP	76.68	23.83	1.72	1,495.38

VICTIMS' ASSISTANCE FUND - 2.12

Unitary Assessment

412.30	Victims' Assist Program Advocate	Christine Mather	F	27%	SEIU	U8	A	890.46	-	890.46	270.00		1.77	68.12	OPSRP	67.32	1.02	1.45	1,300.13
412.30	Victim Advocate	Jean Campbell	IRR	27%				14.50	-	271.44				20.77	OPSRP	20.52	0.31	0.62	313.65

VOCA Basic

412.31	Victims' Assist Program Advocate	Christine Mather	F	34%	SEIU	U8	A	1,121.32	-	1,121.32	340.00		2.23	85.78	OPSRP	84.77	1.28	1.82	1,637.21
412.31	Victim Advocate	Jean Campbell	IRR	34%				14.50	-	341.81				26.15	OPSRP	62.18	0.39	0.78	431.31

VOCA Project Grant

412.34	Victims' Assist Program Advocate	Christine Mather	F	39%	SEIU	U8	A	1,286.22	-	1,286.22	390.00		2.55	98.40	OPSRP	97.24	1.47	2.09	1,877.97
412.34	Victim Advocate	Jean Campbell	IRR	39%				14.50	-	392.08				29.99	OPSRP	71.32	0.45	0.89	494.73

CHILD ADVOCACY FUND - 2.13

412.50	Coordinator/Director/Interviewer	Jackie Antunes		.80 FTE	77%	SEIU	U8	A	2,031.57	2,031.57	616.00		5.04	155.41	PERS	369.54	2.32	3.52	3,183.42
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COUNTY FAIR FUND - 2.14

Administration

451.40	Event Center Manager	Ron Crook	IRR	50%				21.56	-	898.33				68.72			19.21	1.38	987.64
451.40	Office Assistant	Nikki Sparks	IRR	100%				15.00	-	1,250.00				95.63	OPSRP	94.50	1.43	2.75	1,444.31
451.40	Maintenance	Jeffrey Clarno	IRR	100%				12.00	-	1,000.00				76.50	PERS	181.90	21.38	2.75	1,282.53

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
451.40	Maintenance	Charles Brinson	IRR	100%				10.00		416.67				31.88			8.91	1.38	458.83
451.40	Maintenance	Zachary Willms	IRR	100%				10.00		416.67				31.88			8.91	1.38	458.83
451.40	Maintenance	Paul Giovannetti	IRR	100%				10.00		833.33				63.75	PERS	151.58	17.82	2.75	1,069.24
451.40	Maintenance	Gary Hoenie	IRR	100%				10.00		416.67				31.88			8.91	1.38	458.83
<i>Fair Operations</i>																			
451.41	Event Center Manager	Ron Crook	IRR	50%				21.56		898.33				68.72			19.21	1.38	987.64
451.41	Irregular Employee	Mureen Walker	IRR	100%				10.64		709.33				54.26	OPSRP	53.63	0.81	2.20	820.23
<u>PUBLIC SERVICES FUND - 2.17</u>																			
<i>Planning</i>																			
419.10	Planning Director	Carolyn Johnson	F	100%		E12	E.5	5,424.00	-	5,424.00	1,000.00		6.55	414.94	OPSRP	410.05	65.39	5.72	7,326.65
419.10	Planner	Nancy Chester	F	100%	SEIU	U7	C.5	3,169.00	73.58	3,242.58	1,000.00		6.55	248.06	OPSRP	245.14	3.71	5.36	4,751.40
<i>Building</i>																			
424.20	Building Official	Dan Sigvartsen	F	100%		E11	A	4,086.00	96.71	4,182.71	1,000.00		6.55	319.98	OPSRP	316.21	50.79	5.72	5,881.97
424.20	Administrative Assistant	Shellie Creighton	F	100%		U7	A	3,092.00	-	3,092.00	1,000.00		4.20	236.54	OPSRP	233.76	3.54	5.36	4,575.39
424.20	Plumbing Inspector	Hank Eckardt	IRR					35.00		1,750.00	-		-	133.88		-	21.25	1.65	1,906.78
<u>ADMINISTRATIVE SERVICES FUND - 2.20</u>																			
<i>BOC Office</i>																			
411.10	Administrative Assistant	open position	F	100%		N8	A	3,202.00	-	3,202.00	1,000.00		6.55	244.95	OPSRP	242.07	3.66	5.72	4,704.96
411.10	Administrative Assistant	Shel Megson	F	100%		N8	A	3,202.00	-	3,202.00	1,000.00		6.55	244.95	OPSRP	242.07	3.66	5.72	4,704.96
411.10	Economic Development Assistant	Summer Matteson	F	55%		N8	B	1,848.00	-	1,848.00	550.00		3.60	141.37	OPSRP	139.71	2.11	3.15	2,687.94
<i>Accounting</i>																			
415.12	County Accountant	open position	F	100%		E13	B.5	4,970.00	-	4,970.00	1,000.00		4.20	380.21	OPSRP	375.73	5.69	5.72	6,741.54
415.12	Sr. Accounting Clerk	Cena Crook	F	100%	SEIU	U8	A	3,092.00	48.67	3,140.67	1,000.00		4.20	240.26	OPSRP	237.43	3.59	5.36	4,631.52
<i>County Counsel</i>																			
415.30	County Legal Counsel	John HuttI	F	30.5%		E17	F	2,244.50	-	2,244.50	305.00		1.28	171.70	PERS	408.27	2.57	1.74	3,135.07
415.30	Legal Assistant	Brenda Starbird	F	100%		N8	E.5	3,988.00	-	3,988.00	1,000.00		6.55	305.08	PERS	725.42	4.56	5.36	6,034.97
<i>Payroll and Personnel</i>																			
412.50	Payroll & Personnel Coordinator	Julie Swift	F	100%		N9	F	4,224.00	121.62	4,345.62	1,000.00		6.55	332.44	PERS	790.47	4.97	5.36	6,485.41
<i>Information Technology</i>																			
419.20	Director of IT	open position	F	100%		C12	D.5	6,169.00	-	6,169.00	1,000.00		6.55	471.93	OPSRP	466.38	42.34	5.72	8,161.92
419.20	Computer Technician	open position	F	100%		C8	D.5	4,531.00	-	4,531.00	1,000.00		6.55	346.62	OPSRP	342.54	31.10	5.72	6,263.54
<i>Occupancy - Central</i>																			
419.41	Facilities Director	Eric Hanson	F	50%		E11	A	2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	156.64	53.06	2.86	2,946.36
419.41	Facilities Maintenance Worker	Tad Ringulet	F	15%	SEIU	U6	A.5	417.00		417.00	150.00		0.98	31.90	OPSRP	31.53	10.68	0.86	642.94
419.41	Custodian	Danny Richardson	.45 FTE	100%	SEIU	U5	A	1,107.45		1,107.45	-			84.72	OPSRP	83.72	28.36	2.57	1,306.83
<u>CABLE TV FUND - 2.31</u>																			
411.10	County Legal Counsel	John HuttI	F	55.5%		E17	F	4,084.25	-	4,084.25	555.00		2.33	312.44	PERS	742.92	4.67	3.17	5,704.79

**CURRY COUNTY MASTER PAYROLL
FISCAL YEAR 2016-17**

Exhibit A

Dept	Position	Name	Status	%	Union	Range	Step	Salary/ Hourly	Longevity	Total Gross	Health Insurance	HRA	Life Insurance	FICA	PERS Category	County Portion	Workers' Comp	WC Tax Ben Fund	Total Cost
<u>BUILDING REPAIR AND CONSTRUCTION PROJECTS FUND - 2.33</u>																			
419.40	Facilities Director	Eric Hanson	F	50%		E11	A	2,043.00	29.02	2,072.02	500.00		3.28	158.51	OPSRP	156.64	53.06	2.86	2,946.36
419.40	Facilities Maintenance Worker	Tad Ringulet	F	35%	SEIU	U6	A.5	973.00		973.00	350.00		2.29	74.43	OPSRP	73.56	24.92	2.00	1,500.20

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

**IN THE MATTER OF AMENDMENTS TO)
MASTER PAYROLL ORDER APPROVED)
FOR CURRY COUNTY PERSONNEL FOR)
FISCAL YEAR 2016-2017) ORDER:_____**

WHEREAS, the Board of Commissioners for Curry County, a political subdivision of the State of Oregon, did approve the Master Payroll for Curry County personnel on July 7, 2016; and

WHEREAS, the Board of Commissioners, approved an amended Master Payroll at their General Meeting on August 3, 2016; and

WHEREAS, the Master Payroll contained errors or inaccuracies that need to be corrected.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. THAT THE FOLLOWING AMENDMENT BE MADE TO ORDER NO. 20335:

- (a) Exhibit A is corrected to delete the distribution for John Ward and Ted Heath to Emergency Services which is attached hereto and by reference made a part of.

DATED this 07 day of September, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Reviewed as to Form:

John HuttI
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: Request for FAA Approval of Agreement for Transfer of Entitlements

AGENDA DATE^a: 9/7/2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:**
8/31/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

- (1) Agreement for Transfer of Entitlements
- (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 Daniel.Stewart@faa.gov

Phone:

Due date to send: / /

Email:

^cNote: 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) Transfers FAA entitlement to McMinnville

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

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Curry County

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Brookings (BOK)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NPE	2016	\$6,000
		\$
		\$
		\$
Total		\$6,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: McMinnville (MMV)

Name of Receiving Airport's Sponsor: City of McMinnville

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 9/15/2016 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: _____

Title: _____

Date: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

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: FAA Grant Agreement-Brookings Airport Wildlife Fencing AIP# 3-41-0008-015-2016

AGENDA DATE^a: 9/7/2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:** 8/30/2016

BRIEF BACKGROUND OR NOTE^b: Final grant amount for wildlife fencing

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

- (1) Award Letter
- (2) Grant Agreement

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 Mandi.Lesauis@faa.gov; Daniel.Stewart@faa.gov

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) Fulfills grant administration duties

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
1601 Lind Avenue SE., Suite 250
Renton, WA 98057

August 29, 2016

Ms. Susan Brown
County Commissioner
Curry County
94235 Moore St, Ste 122
Gold Beach, OR 97444

Dear Ms. Brown:

We are enclosing the Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0008-015-2016 at Brookings Airport in Brookings, Oregon. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 31, 2016, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement to us by email (pdf) followed by the hardcopy in the mail.
 - Retain a copy for your records.
 - Forward a copy to your associated State Aviation Official

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

Dan Stewart, (425) 227-2666, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra M. Simmons". The signature is written in a cursive style with a horizontal line underneath it.

Sandra M. Simmons
Acting Seattle ADO Manager



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 29, 2016</u>
Airport/Planning Area	<u>Brookings Airport – Brookings, Oregon</u>
AIP Grant Number	<u>3-41-0008-015-2016 (Contract Number: DOT-FA16NM-0034)</u>
DUNS Number	<u>054973953</u>
TO:	<u>Curry County, Oregon</u> (herein called the “Sponsor”)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 17, 2016, for a grant of Federal funds for a project at or associated with the Brookings Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Brookings Airport (herein called the “Project”) consisting of the following:

Install Wildlife Perimeter Fence (Phase 2 – construction);

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor’s acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$144,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

- \$0 for planning
- \$144,000 for airport development or noise program implementation
- \$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase for Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended,** the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects;
 - c. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. Property Map. The Property Map dated November 4, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement. A current Exhibit “A” shall be a product of this grant.

23. Wildlife Fence. The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

24. Airports GIS Survey. If the Airports GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of this grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the sponsor may be required to repay that portion of the grant that relates to the survey work.

25. Force Account. The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor’s own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.

26. Grant Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Sandra M. Simmons

Acting Manager, Seattle Airports District Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor

as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance)

for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport

operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the

administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending
_____	_____
Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the Single Audit requirements and are taking the following action:
 - The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - The Single Audit for this fiscal/calendar year is attached.
 - The Single Audit report will be submitted to the FAA as soon as this audit is available.

- We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
1601 Lind Ave. SW, Ste. 250
Renton, WA 98057-3356

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: Contract between Curry County and Dedekind Engineering - Brookings Headstart Facilities Project - NOAA Stormwater Information

AGENDA DATE^a: 09-07-2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 15 min
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 08-26-16

BRIEF BACKGROUND OR NOTE^b: Contract
^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Contract

- (1)Contract with Attachments
- (2)Letter from Dedekind Engineering

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: jwaddill@charter.net

Other

Phone:

Due date to send: / /

Email:

^cNote: 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) creates contract with County and Dedekind Engineering

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

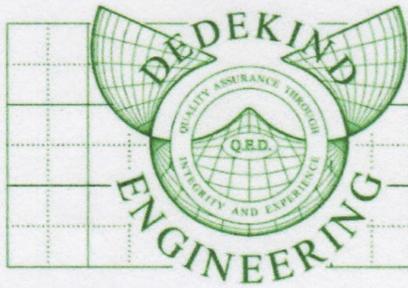
LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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



Dedekind Engineering, LLC

43° 22' 06.16" North / 124° 13' 19.30" West

960 Central Avenue
PO Box 1464
Coos Bay, Oregon 97420
(541) 808-2658
dedekind@charter.net

August 22, 2016

Ms. Susan Brown
County of Curry, Oregon
Board of Commissioners Office
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Subject: Agreement for Professional Services, **Execution of Agreement**

Dear Ms. Brown:

As requested in your August 19, 2016 email, Dedekind Engineering, LLC will execute the agreement presented to us by CCD without revision.

As you stated, the agreement has been long in production and the comments from my first review on August 18, 2016 must be visited by the county council and the state funding agency before acceptance by Curry County. Our requested revisions in that email pertained to the following articles and exhibits:

1. Article 3, Project Completion
2. Article 10, Indemnification
3. Article 14, Termination for Convenience
4. Exhibit A, Expansion of coordination to include the City of Brookings
5. Exhibit A, Clarification of the scope with respect to the design endeavor

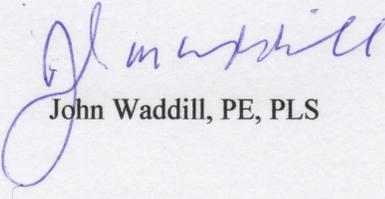
Since we agree with your hesitation to revise the contract because of further delay in the project schedule. However, Dedekind Engineering, LLC accepts the terms for this reason, but with clarification of Article 3, Project Completion as we discussed in our August 22, 2016 telephone discussion. Our understanding of the article is as follows:

This agreement does not include a project schedule; however, the Contractor understands that this work is now the critical task for the project and time is of the essence. Work shall begin immediately upon execution of the contract and will be expeditiously performed to completion. The Contractor will neither be responsible for delays that are subsequent to previous actions nor future delays caused by other participants involved in this project.

With this stated, Dedekind Engineering, LLC is happy to proceed with the work; we thank you and Curry County for considering us.

Please call if you have any questions.

Respectfully,
Dedekind Engineering, LLC


John Waddill, PE, PLS

**CONTRACT BETWEEN CURRY COUNTY AND
DEDEKIND ENGINEERING, LLC**

This contract is made and entered into this _____ day of _____, 2016 by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and Dedekind Engineering, LLC (Contractor).

County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant Program (CDBG), Project No. C14014, for the Head Start Facilities Project in Brookings, Oregon. Work under this Agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (Exhibit 5E) for non-construction contract agreements, as follows:

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the services to Curry County, to complete the "NOAA Stormwater Information Form – Oregon Only", work with Curry County, CCD Business Development Corporation, Lon Samuels – Architect, and with the Roseburg NOAA/NMFS office in order to complete, submit, and answer questions, until NOAA/NMFS and Curry County/CCD has enough information on this subject to made a determination on whether this project site, with its stormwater runoff, will have any impact, in regards to the Endangered Species Act.

Services Outlined in Exhibit "A" [typically quote from contractor] that is attached hereto and incorporated by reference.

Contractor shall perform work to specifications and according to generally accepted standards in Contractor's trade or industry..

2. Performance and Payment Bond

The Board of Curry County Commissioners has specifically waived the requirement for a performance and a payment bond.

3. Completion Date

Time is of the essence. Contractor shall begin work on the project immediately upon execution of this agreement and shall complete all tasks with sufficient time for County to perform its obligations under CDBG grant for Brookings Head Start Remodel as also approved by City of Brookings Conditional Use Permit.

4. Compensation Not to Exceed

Contractor agrees to perform the work called for under this contract for an amount not to exceed \$5000.00 as set forth on Exhibit "A".

5. Prevailing Wages and Procurement

Contractor and County agree that the project is not subject to prevailing wages because the amount of the contract is less than \$50,000.

6. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

7. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279B.220 and 279B.230 that are incorporated by reference into this agreement.

8. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

9. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

10. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

11. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

12. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

13. Severability

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

14. Termination for Convenience

County shall have the right to terminate this contract in its entirety at its convenience. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

15. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

16. Applicable Laws

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.

17. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

John M. Wood:ll
By (signature)

8/22/16
Date

John M. Wood:ll
Printed Name

46-0785114
Federal I.D. No.

960 Central Avenue
Street

Coos Bay Oregon 97420
City State Zip Code

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form:

John R. Hutt, Curry County Legal Counsel

EXHIBIT A

SERVICES OUTLINE

- Complete HUD's "Stormwater Information Form", form version: July 25, 2016. Work with NOAA/NMFS personnel in order to understand and successfully complete this Form.
- Work with the project's consultants for further information, as needed.
- Will be able to communicate with NOAA, project consultants, and Curry County, as needed.
- Provide NOAA/NMFS any additional information throughout this Form process.
- Upon completion of Form and acceptance by NOAA-NMFS, provide all correspondence, forms, maps, notations of telephone conversations, etc., to CCD Business Development Corporation, as it must be included in Curry County's CDBG Environmental Review Record.
- If NOAA-NMFS requires something to be added, constructed, engineered, etc. (such as a Bio-Swale, etc.), this work will NOT be done under this Contract.

EXHIBIT B

OREGON STATUTORY CONTRACT PROVISIONS

279B.045 Contractor warranty and covenant concerning tax law compliance.

Every public contract that is subject to this chapter must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. [2015 c.539 §3]

279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

Exhibit C

NOAA/NMFS –

**Stormwater Information
Form**

AND

Action Notification Form

**(If it is determined to fit under a
“HUD Programmatic Opinion”)**

Stormwater Information Form

HUD Programmatic Opinion

If you are submitting a project that includes a stormwater plan for review, please fill out the following cover sheet **to be included with** any stormwater management plan and any other supporting materials. Submit this form with the Action Implementation Form to NMFS at HUDBiOp.wcr@noaa.gov.

PROJECT INFORMATION	NMFS TRACKING # WCR- _____ (NUMBER PROVIDED BY NMFS)	
Name of Project		
Street Address of Project		
Lat/Long of Project Location (DDD.dddd)		
Type of project (i.e., residential, commercial, industrial, etc.)		
Nearest receiving water occupied by ESA- listed species or designated critical habitat		
Have you contacted anyone at NMFS?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Who:
Applicant/Consultant name		
Applicant/Consultant email		

STORMWATER DESIGNER AND/OR ENGINEER CONTACT INFORMATION	
Name:	
Phone:	
Email:	

SUMMARY OF DESIGN ELEMENTS		
1	2 year, 24 hour storm from NOAA Precipitation Atlas http://www.nws.noaa.gov/ohd/hdsc/noaaatlas2.htm	_____ Inches
2	Design storm fully treated (Climate Zones 1,2,3,6,8 = 50%; Zone 4 = 67%; Zone 5 = 75% of 2-yr, 24-hr Storm) For water quality design storm zones, see: http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/pages/storm_management_program_wqsd.aspx	<input type="checkbox"/> Yes <input type="checkbox"/> No
	24-hour design storm	_____ Inches

SUMMARY OF DESIGN ELEMENTS (CONTINUED)

3	Total contributing impervious area including all contiguous surface (e.g. roads, driveways, parking lots, sidewalks, roofs, and similar surfaces)	_____ Acres	
	Proposed new impervious area	_____ Acres	
	Existing impervious area	_____ Acres	
	Acres of total impervious area _____ x design storm _____ = _____ ft³ to be treated		
4	Peak discharge of design storm	_____ cfs	
5	Total stormwater to be treated	_____ ft ³	_____ cfs
6	Stormwater Design Manual Used and Year/Version (example: City of Portland, Clean Water Services, King County, Western Washington) Describe which elements of your stormwater plan came from this manual		
7	Have you treated all stormwater to the design storm within the contributing impervious area? If no, why not, and how will you offset the effects from remaining stormwater?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

WATER QUALITY

8	Low Impact Development (LID) methods incorporated? (e.g. site layout, vegetation and soil protection, reforestation, integrated management practices such as amended soils, bioretention, permeable pavement, rainwater collection, treeretention) Please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	How much of total stormwater is treated using LID Template for calculating LID treatment available at: http://www.deq.state.or.us/wq/tmdls/lidmanual.htm	_____ ft ³	

MAINTENANCE AND INSPECTION PLAN

13	<p>Have you included a stormwater maintenance plan with a description of the onsite stormwater system, inspection schedule and process, maintenance activities, legal and financial responsibility, and inspection and maintenance logs?</p> <p>Page in stormwater plan where plan can be found</p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No*</p> <p><small>*NOAA review cannot be complete without a main-tenance and inspection plan.</small></p>
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14	Contact information for the party/parties that will be legally responsible for performing the inspections and maintenance or the stormwater facilities:	
	Name	
	Responsibility	
	Phone	
	Email	
	Name	
	Responsibility	
	Phone	
	Email	
	Name	
	Responsibility	
	Phone	
	Email	

OTHER RELEVANT INFORMATION

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

Oregon Community Development Block Grant
Required Federal Contract Clauses
Use for **Non-Construction Contracts** Where the Grant Award **Exceeds**
\$100,000

1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$200,000 and the construction contract exceeds \$100,000)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
 - G. Contractor shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.
5. Prohibition on the Use of Federal Funds for Lobbying
As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

Signed (Contractor)

Title / Firm

Date

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: Curry Public Transit-ODOT Agreement # 31479 Bus Replacement

AGENDA DATE^a: 9/7/2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:**
8/31/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

- (1)Agreement # 31479
- (2)REIS

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 ODOTPTDreporting@odot.state.or.us

Phone:

Due date to send: / /

Email:

^cNote: 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) Local Match Requirement

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

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 30 day of August, 2016, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.



Signature
Printed Name: Kathryn Bernhardt
Title: General Manager, Curry Public Transit Inc.

1 "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific islanders, American Indians, and Alaskan Natives.

The Oregon Department of Transportation Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.
FOR RPTD USE ONLY: Program: 5339 Discretionary

STATEMENT FOR OREGON RACIAL AND ETHNIC IMPACT STATEMENT

GRANT #31479

August 30, 2016

The proposal in this application has a unique positive impact on minority populations by continuing or improving the indicated populations' opportunities to access public transportation services for mobility needs.

This application was developed in consultation with the applicant's advisory committee.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Curry County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **August 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2018** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit E.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$115,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$97,750.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its 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 in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), 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, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation,

Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured".
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be

established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Curry County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Susan Brown
94235 Moore St., Suite 122
Gold Beach, OR 97444-0746
1 (541) 247-3296
browns@co.curry.or.us

State Contact:

Alison Wiley
555 13th St. NE
Salem, OR 97301-4179
1 (971) 701-5049
alison.j.wiley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Alison Wiley

Date _____ 08/29/2016

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Discretionary Curry County 31479 Vehicle Replacement				
<i>Vehicle Replacements</i>				
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$115,000.00	\$97,750.00	\$17,250.00	Local
Sub Total	\$115,000.00	\$97,750.00	\$17,250.00	
Grand Total	\$115,000.00	\$97,750.00	\$17,250.00	

● 1. PROJECT DESCRIPTION

This Agreement provides funding to purchase a passenger transportation vehicle to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle to coordinate public and human service transportation services with other agencies.

2. PROJECT DELIVERABLES, SCHEDULE and USE

Recipient shall Purchase 1 transit vehicle as follows: Useful life: 5 years and/or 150,000 miles; approximate length: 20-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations 2; fuel type: gasoline.

Purchase includes all equipment and supplies necessary to put the vehicle into service.

The following vehicle has been approved for replacement in this Agreement (VIN, Description, OPTIS number):

1FDFE45509DA42263 2009 Ford E450 V000870

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: 11/01/2016.

Expected delivery date: 6/30/2017.

If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.

State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient shall not lease the vehicle to another agency without the permission of State. Recipient shall request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

3. PROJECT ACCOUNTING and MATCH

Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicle. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Recipients will provide match from eligible sources. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on vehicle purchased under this agreement as long as the vehicle remains in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement, pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 9300.1A	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.526 (5339)	Total Federal Funding \$97,750.00
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Administered By

Rail and Public Transit Division
555 13th St. NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: 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 subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

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 \$500,000 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. 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:

Bodily Injury, Death and Property Damage:

\$1,000,000 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:

Bodily Injury, Death and Property Damage:

\$1,000,000 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 State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. 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, the contractor 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 Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor 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 the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient 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. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. 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.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

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: Revize Web Services Sales Agreement for new Curry County Web Design

AGENDA DATE^a: 9-7-16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 30 min.

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

CONTACT PERSON: T. Huxley **PHONE/EXT:** 3296 **TODAY'S DATE:** 8-31-16

BRIEF BACKGROUND OR NOTE^b: Web Design for Curry County

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

- (1)Agreement with Signature Authority to Chair
- (2)Proposal for Curry County
- (3) E-mail from Revize to Commissioner Huxley

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:

***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



**Curry County
Board of Commissioners**

David Brock Smith,
Commissioner

94235 Moore Street, Suite 122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax
800-243-1996 www.co.curry.or.us

September 2, 2016
3:00 p.m.

Agenda Item Comments for 9/7/2016 BOC Meeting

Dear Commissioners, Staff and Citizens,

This is being written on Friday, as it must be included for the Wednesday meeting by 5:00 p.m. My apologies for not being able to attend this meeting, as I requested the meeting date to be changed two weeks ago. You can review the response from the Board to my request on our County Website under Commissioners Department, August 24th, 2016 meeting. I repeated my request at our workshop on August, 31st, with no success. My comments on specific agenda items for the meeting are consistent with my previous positions of opposition, and reasons for such opposition.

As of today, an item on the agenda submitted by Commissioner Brown regarding a new contract for GIS, to a new vendor, to spend more dollars to fix the old system, has been removed from the agenda. In 2013, then Commissioner Itzen and I went forward with the vendor for GIS, recommended by Commissioner Brown. We have already paid this vendor for a new system, and the vendor is obligated to meet the contractual obligation of the contract that he and Commissioner Brown worked out, presented and subsequently passed by the BOC. I have always maintained that the vendor needs to finish our GIS system, and still do. It is however unfortunate, as to what ultimately occurred for over a year, with Commissioners Huxley and Brown using GIS to denigrate and ultimately terminate a valued and dedicated Department Head of Curry County. (The other Elected Officials of Curry County and many other Department Heads drafted many letters and glowing evaluations to the work ethic and excellent performance of the former Department Head) If the GIS contract is added back to the agenda, I am opposed to using more dollars to work on the old GIS system, when we have a new system that is contractual obligated to work. Also, the new contract for GIS never went out through a Request for Proposal (RFP).

Item 7i, Website Contract

This too, has never been out for a RFP, as there are many County Businesses and Citizens whom are qualified. Curry County has a working website that is user friendly, allows the County Staff to upload to it on campus or remotely and there is no need to spend dollars on a new website.

Point by point to Commissioner Huxley's presentation on the proposal.

The new website would allow uploads in various formats. – Our current website can already do this.

There was a reference to the 2013 presentation but failed to mention the IT Director advised against utilizing only offsite storage of County information.

There was a reference to our current storage limit of 200 gigabytes on our current site – this is only the current upload folder and can easily be increased. Our current site has 400 gigabytes and has 150 gigabytes still available, and again, can be increased.

Reference to County Staff's ability to able to make changes to their departmental pages – this is something Staff is currently doing. Also, the proposal allows only 11 users. We have more than twice that.

Reference to Staff needing to be on a county computer on campus to sign in to work within the website – this is not true and can be done through any internet connection, even on a cellphone.

There is a \$500 cost to make pages printer friendly, documents would already be printable and pages could just be printed via screenshots, waste of more dollars.

The vendor would use a content management system or software – all websites use a CMS, free CMSs like WordPress and Drupal are used every day. The vendor would probably build their own, which is propriety code and is this was a concern regarding GIS. Any additions or system changes would have to be made through the vendor.

Reference to an alert system that will display any emergencies on the top of the page – we already have alerts on our main page as well as an alert system we just signed up for through our Emergency Services Department.

Reference to the Publics ability to pick which email alerts they want for various Board Meetings-- This could easily be set that up now, regardless, it would require staff and boards to upkeep, adding more to the staff workload.

Reference to a four or five month process – although there has been no conversation with Staff or Department Heads on their time to provide the needed input and information to the vendor, their workloads, etc.

Reference to Online bill pay – this just takes the setup with banking for the various cards which some departments do already.

Reference to Revize having a translator – so does anyone else that can use Google. Just right click to translate our current site.

Reference to vendor not charging for a page because you can add a department to the list – these are two very different things, modules are not pages.

Reference to everyone signing off before moving on yet only have one or two people for points of contact – who will that be? Who will understand the terminology and be able to convey the wants and needs to the vendor? Who will be given these tasks? Where is the budgeted compensation for added work?

Finally, where is the input from all of our County Department Heads and Staff that will be using this system? There is NONE, as Commissioner Huxley has not sought the input of our County Elected Officials, Department Heads OR Staff on their opinions, even though they are the users and would be responsible for the management of information to the public. God forbid they make a mistake and are terminated, like a recent former Department Head, who wasn't even in charge of the management of the content of the GIS system.

7j,k,l,m,n,o,- Economic Development

This proposal from Commissioner Brown, is not what was agreed upon through the transparent budget process. Her proposed budget is in error. (See Attached Budget) Where is the payment of the \$6500 loan? The new \$12k loan? (to which I was opposed to loaning the Econ Dev Dept.) Community Development's original proposal stated that no more resources were necessary. This proposal gives tens of thousands. The proposal also adds a vehicle purchase, when there are many in the Car Pool already. Why are we using these valued Economic Development dollars to purchase a vehicle when it has been argued that there isn't enough to maintain the department. The proposal also sets aside \$10k contracted services to SCDC, yet the proposed new budget by Commissioner Brown has over \$20k for Professional Services? Who else is getting paid and what else do we not know about this opaque proposal? The proposal puts the Planning Director in an awkward conflict of interest as she sits on the Board for SCDC and would be managing the dollars of Econ. Dev., which are proposed to be outsourced to SCDC. Also, there is an increased salary of over \$700 monthly, but the only reference in the Directors job description for Econ Dev, is to manage the small budget. Coupled with the fact that a Staffer was promoted to Planner recently, and we also recently outsourced some Planning functions of the department to free up workload. Now, we are outsourcing even more, while increasing salaries? Also, the County Economic Development Department is currently involved in a number of Economic Development projects and events for the benefit of our businesses and residents. Is the Community Development Director planning on picking up these events? There is no way, that having a .25% FTE staffer can possible manage the County's Tourism Website, collaborate with Wild Rivers Coast Alliance and Partnerships, OCVA, SOVA, ODMO, Travel Oregon as a DMO, Eat Fresh and Local, Visitor Center Collaboration, Main Street, CCD, Cycle Oregon, ORAT Tourism Sustainability Project, Promotion and Marketing of the events in Curry County; such as Fungi Fest, Bridge Bash, Veterans, among other duties, as outlined in the Staff Report by the current Economic Development Assistant, to which was used by Commissioner Brown for this proposal. Again, as there is no way that a quarter of one staffers position could possibly nor effectively preform all of this work and more, Commissioner Brown's proposal seems to suggest that the Fungi Fest, Bridge Bash, other events and collaborative work, be canceled.

Furthermore, grant management and the airport administration (to which Commissioner Brown; airport liaison, refused to have the airport budget fund the Economic Development budget for the work done for the airport, which would have eliminated the need for a "loan" to the Economic Development Budget, that again, is not referenced in her new proposed budget) is within the Economic Development job description and not in the Admin Asst. position within the BOC Office. It is however, included in the proposed new Admin and Tourism Promotion Asst. position, with no dollars coming into the BOC Office from the airport for management, and there again, would be no time for this staffer to effectively administrate Economic Development for Curry County. The reality is, that previously we had two staffers concentrating on Economic Development for Curry County, and this proposal by Commissioner Brown cuts those Economic Development efforts to .25% of one staff position. If it's mentioned in the meeting that others will be picking up these duties, understand that the Community Development Director's job description is only managing the Economic Development budget, and there is no way the contract for \$10k will cover the needed work being lost.

The transparent budget process had the Director of Administration/Economic Development removed, and a full time Economic Development Asst. and another Administrative Assistant in the BOC Office. This is the best use of our staff and our Economic Development dollars and was supported by the budget committee. We have discussed this over many months and many meetings. The Public has attended them and has agreed with the positions of the budget committee and I.

I am opposed to these items for the reasons stated. I have discussed these items with County Elected Officials, Department Heads and Staff, they agree with my position. Thank you for your consideration of my opposition, as a fellow Elected Curry County Commissioner.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Brock Smith".

David Brock Smith, Commissioner
Curry County Board of Commissioners
District 4 Chair, Association of Oregon Counties
Association of O&C Counties Board Member

From: [Thomas Jean](#)
To: [Thomas Huxley](#)
Subject: Curry County Website
Date: Tuesday, July 12, 2016 11:51:04 AM

Hello Mr. Huxley,

Please consider this email a certification that our previous proposal and sales agreement for website redesign services is valid until December 31st, 2016.

Best,
Thomas

Thomas J. Jean
Government Relations Specialist/Proposal Manager
248-269-9263 ext.14
Thomas.Jean@revize.com
[Revize Website](#)

Revize®

A Proposal for
**Curry County,
Oregon**

Completely new. Completely amazing.



Thomas Jean

1890 Crooks Rd, Troy, MI-48084

Ph: 248-269-9263 ext.14

Fax: 866-346-8880

www.revize.com

9-15-15

Dear Thomas Huxley and Curry County,

Thank you for considering Revize as your web development partner.

For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Our innovative solutions are custom-tailored to meet the needs of each individual client.

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them:

- Effectively engage residents.
- Enhance their web presence and build an online communications center at a substantially lower cost than our competition.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

Revize Websites build engagement with your constituents.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,



Thomas J. Jean
Government Relations Specialist/Account Manager
248-269-9263 x14
thomas.jean@revize.com

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Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the ***right balance between the total cost of the solution and the quality of the design, online apps and user functionality.*** In simpler terms, you need a solution that works for you and serves your constituents.

About Us:

With more than 1,200 municipal clients nationwide, Revize Software Systems is one of the industry's eminent providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps:

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors. Here you will find the communication tools you need such as:

- ✓ Citizen Request Tracker
- ✓ Calendar of Events
- ✓ E-Notification
- ✓ On-Line Payment Portal

- ✓ Facilities Reservations
- ✓ News Center with Facebook/Twitter Integration
- ✓ Emergency Alerts
- ✓ Online Forms / Survey Tools
- ✓ E-Newsletter Applications

Our Award-Winning eGov CMS:

Revize is renowned as a leader in providing practical, high-value, easy to use content management software eGov CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support:

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients ***in less than half the time it takes our competitors.*** Our training program is customized based on each client's needs, and **we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful.** Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.

Company Profile



REVIZE, LLC
FOUNDED: 1995
HEADQUARTERS: 1890 Crooks Road,
Troy, MI 48084
PHONE: 248-269-9263
WEB SITE: www.revize.com

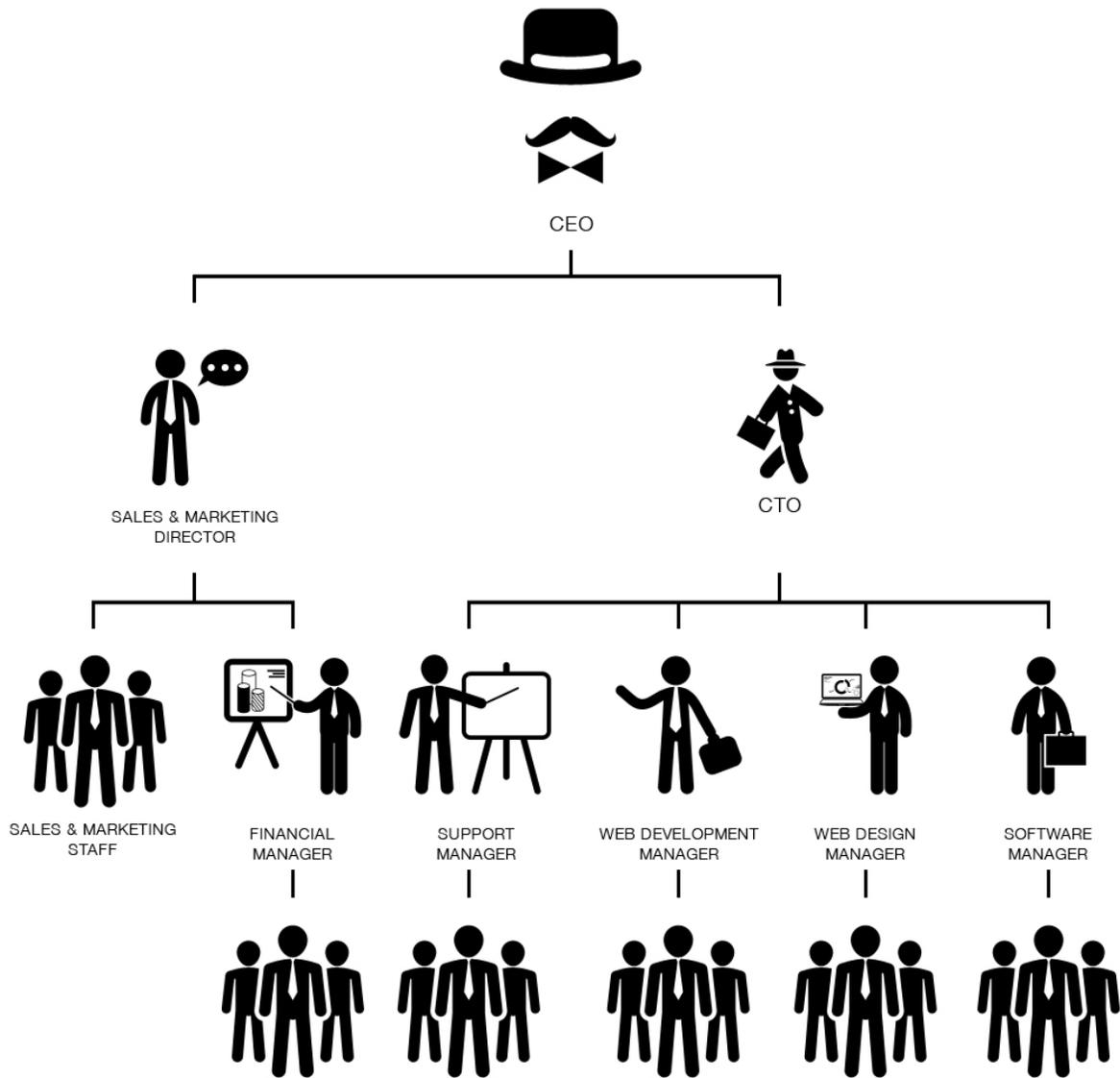
Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 1,200 clients in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art **Revize e-Gov CMS**. **Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads: The empowerment of people through simplified information management technologies.**

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision.

While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize e-Gov web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

We are proud of our award winning web designs, technologies, web content management, training, support and capabilities. And we are especially proud of being recognized as one of the industry's top government website experts. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, e-Gov CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and e-Gov applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

We Build Superior Technology into Every Website with CMS Performance & Reliability That's Second to None.

What sets Revize apart from other companies? **Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today.** By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

We Always Provide Knowledgeable, Friendly and Responsive Service!

All this, and a reliable IT partner too! Our website development is superior, and our e-Gov CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup

infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. **Revize's higher benefit-to-cost ratio makes us a clear and easy choice!**

The Client Owns the CMS License and the Code!

We often hear the question: "What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?" The answer is 100% NO! As our client, you own the template source code and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Top Ten Reasons Why Revize gives you the Greatest Value!

- ✓ Modern, timeless and unique website design integrated with online e-Gov apps
- ✓ On-time delivery
- ✓ Competitive pricing
- ✓ Responsible stewardship of the organization's stakeholders
- ✓ Full functionality to update and manage your website
- ✓ All the tools/apps needed to increase communications with citizens
- ✓ An easy CMS to train employees quickly
- ✓ Extended phone and email support
- ✓ Unlimited Upgrades: Revize provides unlimited FREE upgrades to new and existing modules at no additional cost to you.
- ✓ 1,200 + satisfied government clients
Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.

*"Our website needed to be revised into not just an online communication center but a website that would involve, engage and get residents to participate more in their county government, and Revize did just that! Revize delivered on all of its promises, and our dream of a new website for Genesee County came true with no glitches or unexpected surprises. All of the Revize Citizen Engagement Web Applications were welcomed with open arms by our county residents and I have to believe that this is the major difference between Revize and its competitors."-- **Maxine Daniels, IT Director, Genesee County, MI***

Awards & Accolades

City of High Point, North Carolina

Digital Cities Survey Winner 105K population.



Clearwater County, Idaho



Communicator Award Winner

The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences. We don't utilize a "one size fits all" approach because it doesn't make sense. However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

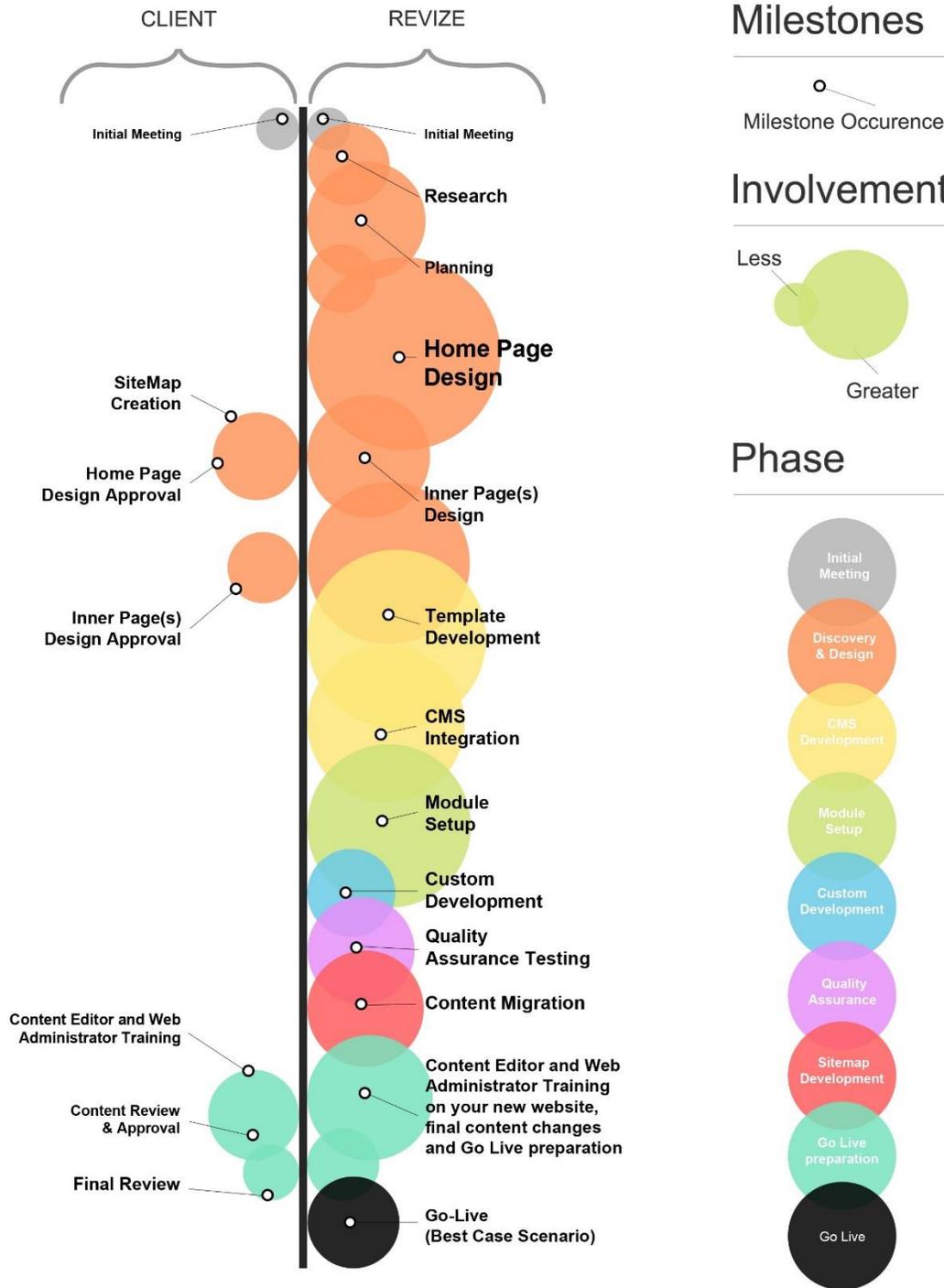
24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

The Revize Eight-Steps and Go Live!

Project Timeline

Phases	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	Weeks 1 thru 2	2 Weeks
Phase 2: Discovery & Design	Weeks 3 thru 5	3 Weeks
Phase 3: Template Development, CMS Integration	Weeks 6 thru 7	2 Weeks
Phase 4: Module Setup	Weeks 8 thru 9	2 Weeks
Phase 5: Custom Development	Weeks 10 thru 11	2 Weeks
Phase 6: Quality Assurance Testing	Week 12	1 Week
Phase 7: Sitemap Development / Content Migration	Weeks 13 thru 14	2 Weeks
Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	Week 15	1 Week
Go-Live (Best Case Scenario)		15 Weeks

REVIZE PROJECT LIFE CYCLE



Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site, Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting. The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site?
etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period. Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and

development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your

community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

Key Phase Objectives & Deliverables:

Over the past 20 years, Revize has mastered the art of designing government websites. The following steps are followed while designing new sites

- ▶ **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and "feel" of your area, which will inspire ideas for the overall design direction of the website.

- ▶ **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- ▶ **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page “wireframe” will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.

WIRE FRAME TO CONCEPT



- ▶ **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- ▶ **Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- ▶ **Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.

Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality. This phase may overlap phases 2 – 4.

Phase 6: Quality Assurance Testing

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 7: Content Development / Content Migration

Revize will develop a pre-defined number of pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website..

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 8: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Training on use of specific Modules included, such as:

- Emergency Alert
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center
- Request Center

- RSS
- And more....

Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation:

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing:

Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Training, Technical Support & Hosting

Free Training Refresher

Should members of your staff resign or retire, Revize will provide a second refresher training for your new staff members at no cost. The training would be followed by online video tutorials and links to downloadable training manual, so you will never lack the knowledge required to manage your website effectively. Our training team continuously improves our training materials to make sure that we teach all the tricks and essentials necessary to edit the content of the site and build new pages. The Revize support portal is accessible 24/7 to report any post-training issues so that we can take care of it right away.

Service Level Assurance

Our clients expect their websites to be up and running 24/7. Revize is proud to boast an impressive 99.99 percent uptime – the best in the industry. We constantly invest in the newest technology and innovations to ensure the smooth running of your website. However, in the highly unlikely event that your website is down for two hours or more, Revize will provide monthly prorated credit equal to one day of your annual service contract (example: Annual Service Contract divided by 365 days = daily credit). Each two hour increment will entitle you to one day of credit.

Unlimited Technical Support

The Revize technical support staff is available to assist you with content management and technical issues, 'round-the-clock, via either phone or email. You can contact Revize's friendly and knowledgeable support and customer service representatives 24/7 for assistance with our website solutions including our content management technology, online interactive tools, training and hosting services. Telephone support is available between 8 a.m. – 6 p.m. EST Monday through Friday (excluding federal holidays); email support and our customer online portal is available 24 hours a day 365 days a year.

Maximum Response Times:

- › 1 hour for crisis issues
- › 4-6 hours for critical issues
- › 24 hours for normal issues

Revize Support:

- ▶ **8 a.m. – 6 p.m. EST (Monday thru Friday)**
- ▶ **Dedicated support staff to provide assistance and answer all questions**
- ▶ **New and existing user training**
- ▶ **Training refreshers**
- ▶ **Video tutorials and online training manual**
- ▶ **Automatic integration of enhancements**
- ▶ **E-Newsletter module support**
- ▶ **Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...**

Software Maintenance:

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. **As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.** When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

Revize Maintenance Covers:

- ▶ **4 CMS upgrades per year**
- ▶ **Software and modules upgrades (Automatic Install)**
- ▶ **Server Hardware & OS upgrades**
- ▶ **Immediate bug fixes/patches**
- ▶ **'Round the clock server monitoring**
- ▶ **Data Center network upgrades**
- ▶ **Security and antivirus software upgrades**
- ▶ **Firewall and router upgrades**
- ▶ **Bandwidth and network infrastructure upgrades**
- ▶ **Remote backup of all website assets**
- ▶ **Tape backup of all website assets**
- ▶ **Quarterly newsletters on major feature updates**
- ▶ **Regular Webinars on CMS features and usage**

Hosting Service

Revize has four state-of-the-art physical data centers located in Chicago, Detroit, San Diego and Houston with around-the-clock (24/7/365) monitoring of all server activities. Remote data backups are scheduled nightly with Carbonite data backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web services on redundant (1TB Hard Drive, 3.2 GHz CPU and 8GB RAM) servers in order to provide enhanced performance, as well as accurate security and data restoration for your website. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to the several hours or days timeframe our competitors offer).

Revize provides our clients with 5GB to 20GB of data storage server space for each website; additional server space is available if needed for a nominal annual fee. Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

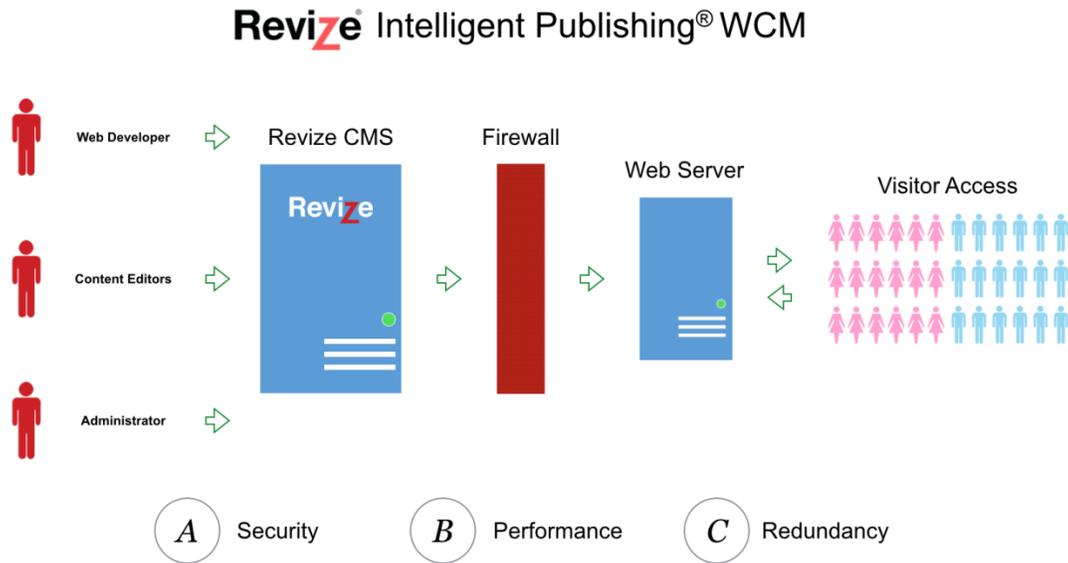
Security Controls and Protocols

- › Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- › Intrusion detection and prevention software (such as file integrity checking software)
- › Host-based firewalls to protect CMS servers from unauthorized access
- › Patch management software
- › Security and Authentication Gateways
- › Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- › HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- › SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS

Application Security Authentication

- › **Role-Based Security:** Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- › **Permission-Based Security:** Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- › **Global & Department Workflow Management:** Create workflow management and approval processes where authorized department personnel become approvers for department level content changes. Or create global workflow where all content changes are routed through one central approver.

Revize Technology Architecture



The Revize e-Gov CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

THOMAS JEAN

Government Relations Specialist/Account Manager

As a business development and account executive, Thomas has brought to Revize a very special skill set. Not only does he sell Revize products and services, he is also a genuine subject matter expert when it comes to the inner workings of government. As an elected Township Trustee in Genesee Township Michigan, he knows the advantages that come with modernizing the way government does business. Additionally, he serves as President of a registered 501c3 non-profit organization, Genesee Forward, that promotes community development. With his unique background as an elected official, president of a non-profit organization, and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- ▶ **Philosophy:** As a township trustee, I know the challenges that elected officials face and what is important to them. I very much enjoy helping them by showing them all of the advantages of modernizing a community's technology.
- ▶ **Education:** BS degree in Political Science from University of Michigan; studied under top government academics.
- ▶ **Expertise:** Business development, business management, government procedure, public affairs, community development.
- ▶ **Role on your website project:** Account and client management

JOSEPH J NAGRANT

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government

discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- ▶ **Philosophy:** “Always put yourself in the client’s shoes and do what is best for them.”
- ▶ **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- ▶ **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- ▶ **Role on your website project:** Supervisor of account management between client and project team.

RAY AKSHAYA

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client’s chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client’s vision and best practices for developing the system.

- ▶ **Philosophy:** “Work Hard, Help People and Live Honest.”
- ▶ **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- ▶ **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- ▶ **Role on your website project:** Technical Director

SAMIR ALLEY

Creative Arts Director/Lead Designer

Samir has more than a decade of experience in managing web site design projects. He has deployed 260+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client’s unspoken needs. Samir’s blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- ▶ **Philosophy:** “Empathy, Focus, and... Impute”
- ▶ **Education:** BS in Computer Science, Wayne State University

- ▶ **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- ▶ **Role on your website project:** Graphic design of website and backup support.

TOM GOODEN

Graphic Designer, Illustrator, and Website Developer

Tom is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent design work.

- ▶ **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a “geeky” excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose.
- ▶ **Education:** Associate Degree in Computer Science, Oakland Community College
- ▶ **Expertise:** Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5
- ▶ **Role on your website project:** Graphic design of website and backup support.

DENISE BRAZIER

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state’s quality committee evaluating organizational policies and procedures for recognition.

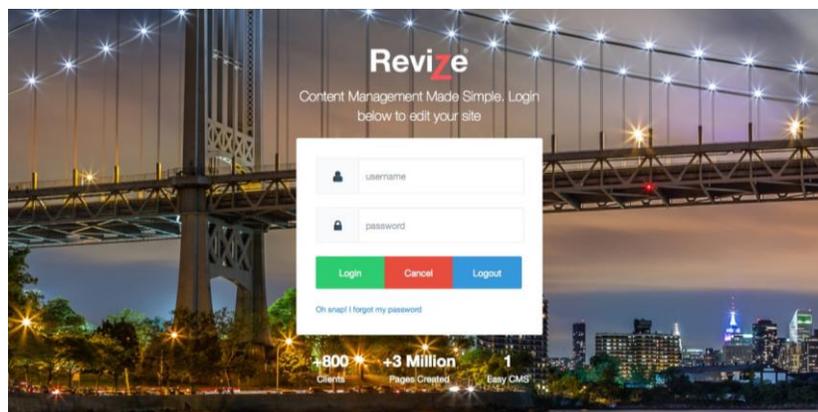
- ▶ **Philosophy:** “Always explain things in the terms of your audience to ensure their understanding”
- ▶ **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- ▶ **Expertise:** Training, education, teaching, public affairs and project management.
- ▶ **Role on your website project:** Trainer for the Content Management toolset and project manager

Revize eGov CMS User Interface

1. Revize CMS User Interface Home Page



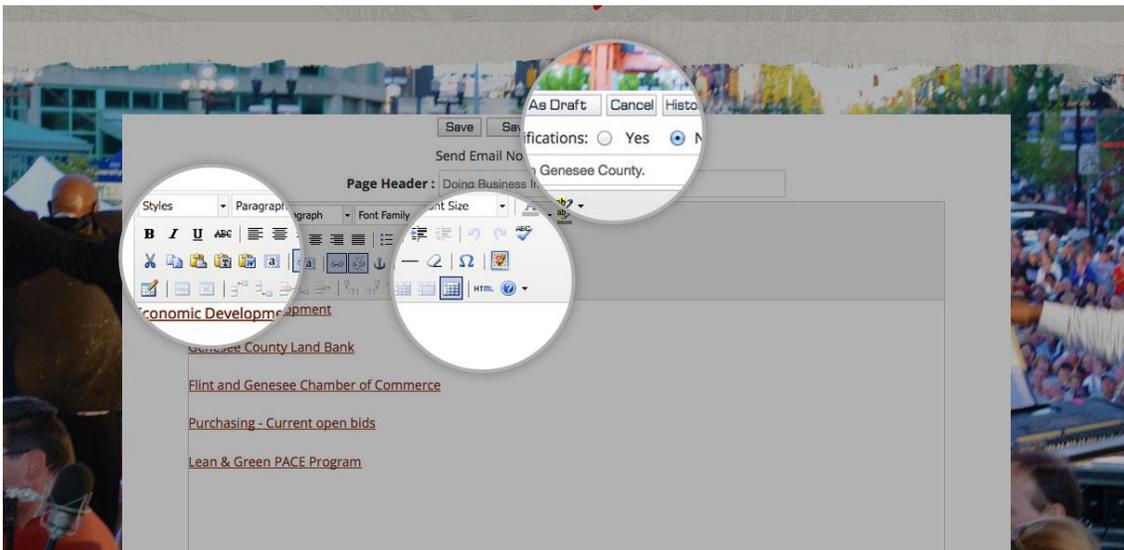
2. Users simply browse to a page that they want to edit, select the Login Button, and then insert their Login Name and Password into a Login Screen as shown below.



3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a "Word Like" editor.



After the page is "saved", the page can be sent to an approver for review or immediately published to the web site.

Government Account References

CLIENT: CITY OF BLUE ASH, OH

Emily Schaffer, Public Relations

Office: (513) 745-8594

Email: eschaffer@blueash.com

Website: www.blueash.com

CLIENT: CITY OF CAPE CORAL, FL

John MacLean, Director Information Technology Services

Office: (239) 574-0455

Email: jmaclean@capecoral.net

Website: www.capecoral.net

CLIENT: CITY OF HOWELL, MI

Mike Pitera, IT Director

Office: 517-540-6714

Email: mpitera@ci.howell.mi.us

Website: www.cityofhowell.org

CLIENT: CITY OF LANGLEY, WA

Cheryl Knighton, Deputy Clerk

Office: (360) 221-4246, ext. 0

Email: frontdesk@langleywa.org

Website: www.langleywa.org

CLIENT: CITY OF HIGH POINT, NC

Nina McNeilly, Web Manager

Office: 336-883-3113

Email: nina.mcneilly@highpointnc.gov

Website: www.high-point.net

Government Project Experience

BRISTOL BAY, ALASKA **WWW.BRISTOLBAYBOROUGHAK.US**



Open Branding, Responsive Web Design

Details: Bristol Bay is an absolutely breathtaking community that wanted a website to show off its character and increase resident communications. It has an intuitive layout that guides the web visitor to important information while delivering ease of use among the community.

Features: Events Calendar, Document Center, Social Media Fly Out, Alert Center, Sliding Feature Bar, Changeable Rotating Photo Gallery, FAQ, eNotify, Translate This Page, Business Directory, Print This Page, Email This Page, etc.

POLK COUNTY, NORTH CAROLINA **WWW.POLKNC.ORG**



Responsive Web Design

Details: County website design to make you feel like you want to go there! As well as feel like you are part of the community right from the home page.

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links, Citizen Request Center, Advanced Photo Gallery, Language Translator, Community Alerts and Social Media Sharing App

HOWELL, MICHIGAN – **WWW.CITYOFHOWELL.ORG**



OBJECTIVE:

Responsive Web Design Details: Municipal website design to make you feel as though you are in the heart of the city. Also features a quick navigation topic slider for residents to get access to everyday information in one click!

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



LANGLEY, WASHINGTON – WWW.LANGLEYWA.ORG

OBJECTIVE:

Responsive Web Design Details: City website designed to make you feel like you are in this charming community. The website not only functions as a community engagement center but has special SEO attraction for tourism interests with easy navigation!

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



DULUTH, GEORGIA – WWW.DULUTHGA.NET

OBJECTIVE:

Open Branding Responsive Web Design Details: Municipal website design to make you feel what it's like to live in Duluth within 13 seconds. Also features a quick navigation topic slider for residents to get access to everyday information in one click!

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



TREASURE ISLAND, FLORIDA WWW.MYTREASUREISLAND.COM

Responsive Web Design

Details: The Treasure Island design is not just a government website but a tourism website with an inviting feel that draws web visitors in. The home page features a clean entryway to resident and visitor information and multiple touch points to get to everyday topics of interest in one click.

Feature Spotlight: News Center, Upcoming Events, Document Center, Quick Links Fly out Menu and Social Media Sharing Bar

Option#1 Custom Design

Revize Quote For: Curry County, Oregon

Phase 1: Project Planning and Analysis, SOW	\$500
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, Home Page Template and Inner Page Design and Layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	\$1,500
Phase 3 & 4: Revize Template Development - Set-up all CMS Modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship! And you own the technology, design and content!	\$2,800
Phase 5: QA Testing	\$800
Phase 6: Site Map Development and Content Migration - content migration from old website into new website including spell checking and style corrections – up to 170 webpages and 450 Documents (approximate number on your website today)	\$1,000
Phase 7: Content Editing and Site Administration Training (one 4hr session)	\$600
Phase 8: Go Live	\$300
Annual tech support, CMS software updates (11 users), and website health checks. website hosting Included free of charge (Unlimited storage space):	\$1,500
Grand Total (1st year) Second year and onwards investment	\$9,000 \$1,500/year

Payment Options:

Revize provides a free website redesign after four years of service, if the client chooses to sign a locked-in rate contract for five years. This includes a lifetime warranty.

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreads them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

The Revize Client First Plan Annual Recurring Fees:

First Year: \$ 4,000
 Second Year: \$ 4,000
 Third Year: \$ 4,000
 Fourth Year: \$ 1,500

ADDITIONAL SERVICES (OPTIONAL – NOT REQUIRED):

On-Site Training Program: One day on-site training, classroom style content editor and administrator training, all travel expenses	\$2,900
Content Migration: If needed, additional Content Migration “as is” available at \$3 per web page or document	
On-Site Consulting: On-site consulting and thought gathering sessions, requirements gathering, survey creation, all travel	\$4,200
Content Copywriting:	\$98 per hour
Design Services:	\$75 per hour
Content Editing:	\$50 per hour, 30 minimum

Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities. The applications and features are categorized into:

- ▶ **Citizen's Communication Center Apps**
- ▶ **Citizen's Engagement Center Apps**
- ▶ **Staff Productivity Apps**
- ▶ **Site Administration and Security Features**
- ▶ **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Alert Center
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ Sharing App
- ✓ Sliding Feature Bar
- ✓ Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Online Bill Pay
- ✓ RSS Feed

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager

- ✓ Online Form Builder
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMIN & SECURITY APPS

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend for 2014 to accommodate better viewing of text and graphics for any size screen, i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

Option#2 “Ready to Use” Design

Revize Quote For: Curry County, Oregon

Website delivery: approximately 4-6 weeks

Revize WEBGEN “Ready to Use” Website Design – includes Color Scheme and Banner customization, Revize CMS integration, and Content Editor training, onetime fee	\$2,400
Revize CMS Annual Software Subscription (11 Users), Tech Support, Software Updates, and Website Hosting Unlimited GB storage – annual fee	\$1,500
Job Posting and Bid Posting Modules	\$750
Grand Total (1st year) Second year and onwards investment	\$4,650 \$1,500/year

- ✓ Revize WEBGEN “Ready to Use” Website Design – **pick from one of three designs, starting on page 42-44.** Revize will change the color scheme and customize the banner to fit your organization. Each design includes Response Website Design programming for great viewing on any size mobile phone screen without having to zoom in on the text! Takes approximately 4-6 weeks. No content migration included.
- ✓ Revize CMS web content management software subscription for up to 3 Content Editors/Administrative Users
- ✓ Revize Web Calendar Module, Document Center, and other modules as indicated on the next page
- ✓ No content migration included but available for \$3 per webpage and document.
- ✓ Instructor Led Training – Revize content editing and administrative training, one session up to 3 hours for up to 3 people via web conference and phone
- ✓ Technical Support and Product Upgrades, Website Hosting
- ✓ Two year agreement

Optional Website Web Applications:

Social Media Fly Out Menu: \$250 onetime fee
example: www.bhamqgov.org

Citizen Request Center: \$450 onetime fee
example: http://www.burlington.org/town_government/town_clerk/request_for_information.php

Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities. The applications and features are categorized into:

- ▶ **Citizen's Communication Center Apps**
- ▶ **Citizen's Engagement Center Apps**
- ▶ **Staff Productivity Apps**
- ▶ **Site Administration and Security Features**
- ▶ **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Alert Center
- ✓ Document Center
- ✓ FAQs
- ✓ Form tools
- ✓ News Center
- ✓ Online Forms
- ✓ Photo gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Online Bill Pay

STAFF PRODUCTIVITY APPS:

- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMIN & SECURITY APPS

- ✓ Audit Trail
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor

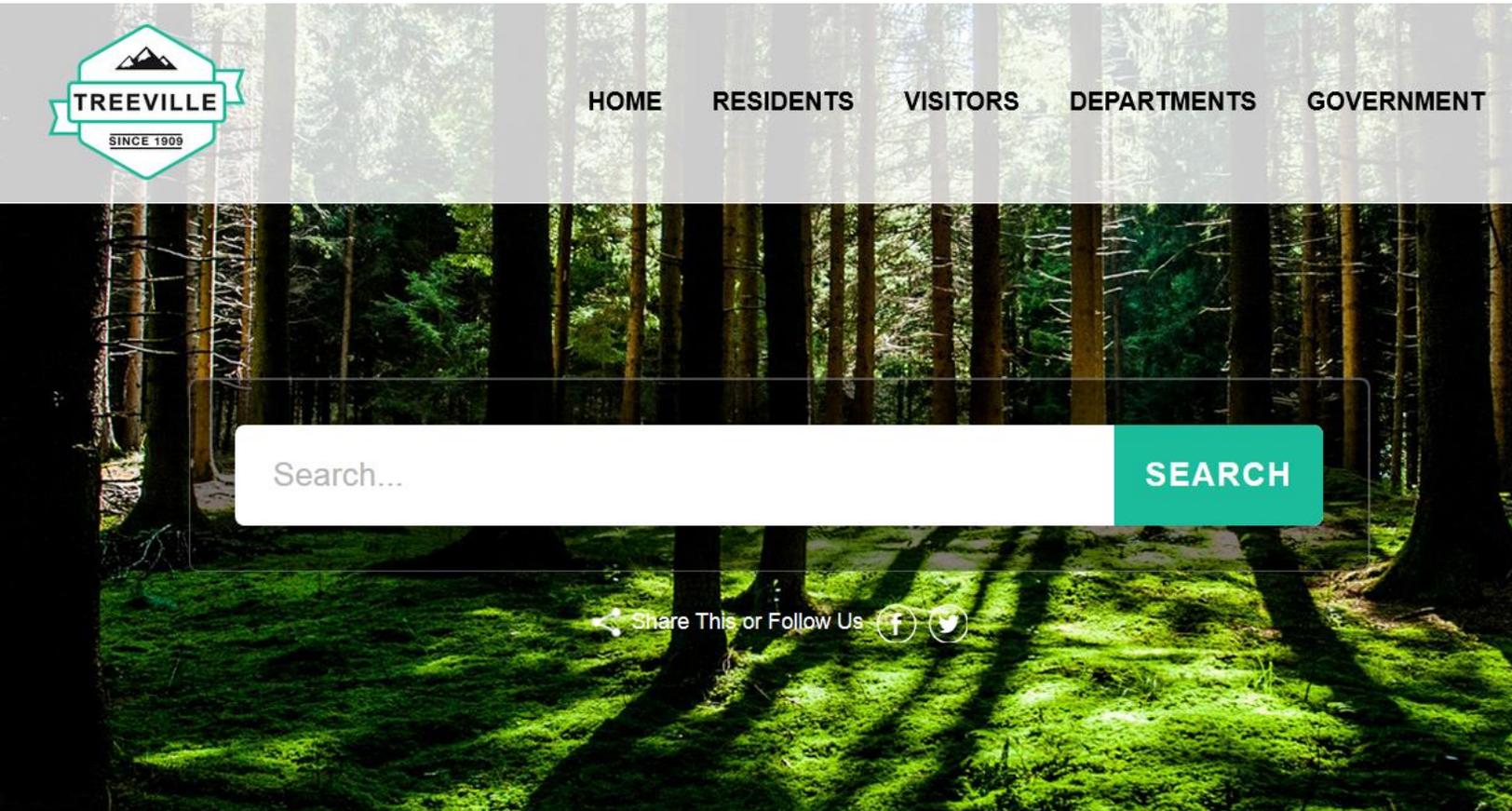
MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend for 2014 to accommodate better viewing of text and graphics for any size screen, i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

Revize WEBGEN “Ready-to-Use” Website

Designs:

Treeville Design



Nov
12th

Nov
13th

Nov
22nd

Modern Town Design

HOME RESIDENTS VISITORS DEPARTMENTS GOVERNMENT BUSINESSES

MODERN TOWN MI

Share This Search...



QUICK LINKS

[Home](#)

[FAQ's](#)

[Document Center](#)

[Online Services](#)

[Calendar](#)

WELCOME TO MODERN TOWN

Lorem ipsum dolor sit amet, consectetur adipiscing elit. In pulvinar augue. In imperdiet justo et lacus consequat vulpate sed eu lorem. Nulla in lorem a massa bibendum mattis. Sed vitae nunc nibh. Aenean dapibus, velit eu semper sollicitudin, tortor sapien mattis urna, eget elementum dui leo vel magna. Proin massa nisi, blandit et massa ac, placerat finibus augue. Vestibulum viverra tellus a elit accumsan feugiat diam eu, placerat felis.

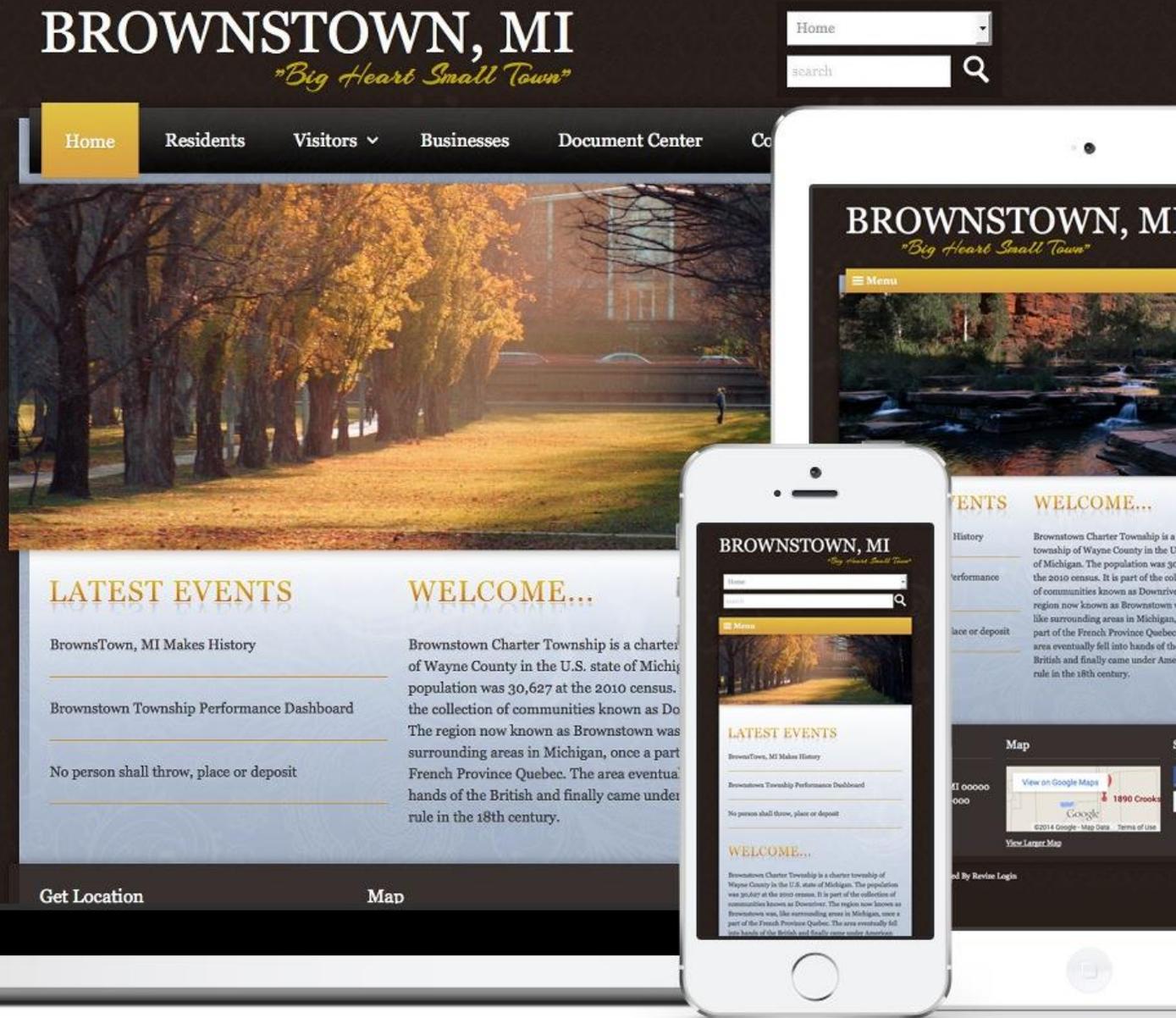
Lorem ipsum dolor sit amet, consectetur adipiscing elit. In pulvinar augue. In imperdiet justo et lacus consequat vulpate sed eu lorem. Nulla in lorem a massa bibendum mattis. Sed vitae facilisis. Vivamus ultrices interdum sapien. Suspendisse non libero consequat, feugiat diam eu, placerat felis.



P.O. Box 1234
Modern Town, MI 123456
Toll Free: 866-123-45678

Copyright 2014 Powered By Revize Login

Brownstown Design



RockyTown Design



Revize Support Includes:

- ✓ 8 AM – 6PM EST (Monday thru Friday)
- ✓ Staff to provide assistance and answer all questions
- ✓ Dedicated Support Staffs
- ✓ New User Trainings
- ✓ Existing User Training / Training Refreshers
- ✓ Video Tutorials and Online Training Manual
- ✓ Automatic Integration of Enhancements
- ✓ E-Newsletter Module Support
- ✓ Automatic Upgrade of CMS Modules, such as Calendar, Document Center, etc...
- ✓ 4 Major CMS Upgrades per Year
- ✓ Software & Modules Upgrades (Automatic Install)
- ✓ Server Hardware & OS Upgrades
- ✓ Immediate Bug Fixes / Patches
- ✓ Round the Clock Server Monitoring
- ✓ Data Center Network Upgrades
- ✓ Security and Antivirus Software Upgrades
- ✓ Firewall and Router Upgrades
- ✓ Bandwidth and Network Infrastructure Upgrades
- ✓ Remote Backup of all Website Assets
- ✓ Tape backup of all Website Assets
- ✓ Quarterly Newsletters on the Major Feature Updates
- ✓ Regular Webinars on CMS Features and Usage
- ✓ Free Website Design Upgrade in Every 5th Year

Citizen's Communication Center Apps



ALERT CENTER

Emergency Alert Notification

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.



BID POSTING

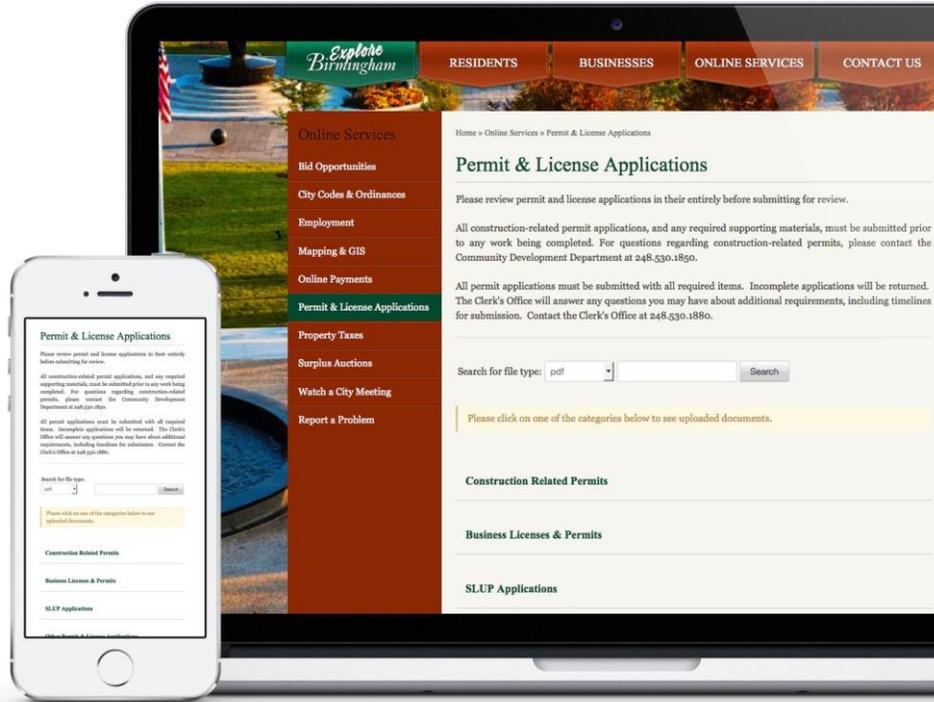
The Bid Postings Module provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors that are interested in providing products and services to your community.





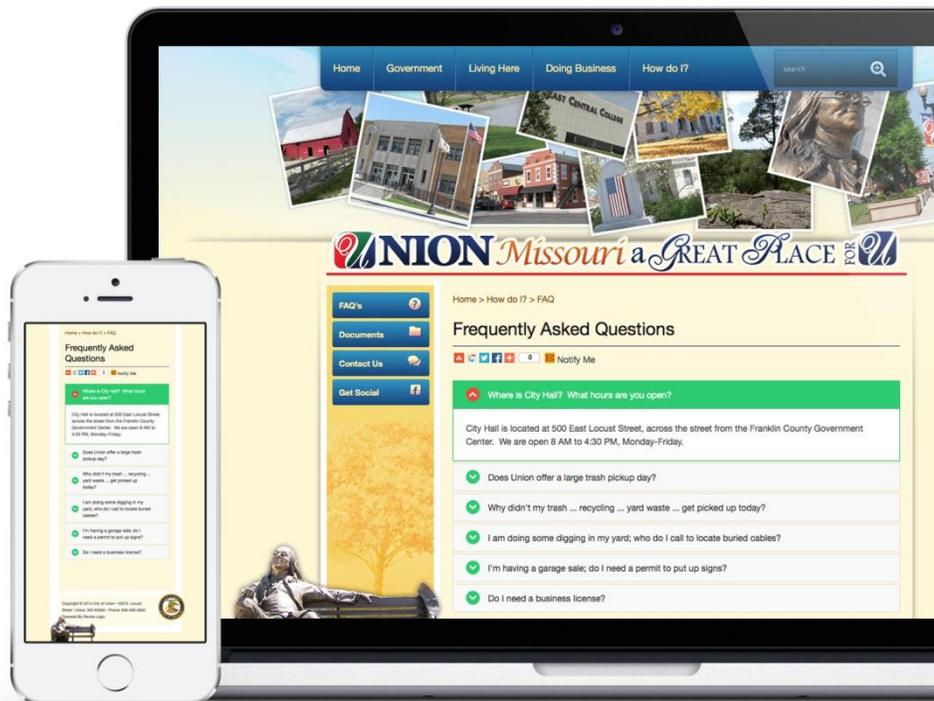
DOCUMENT CENTER APP

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks -- and you won't incur any printing or postage costs.



FAQ

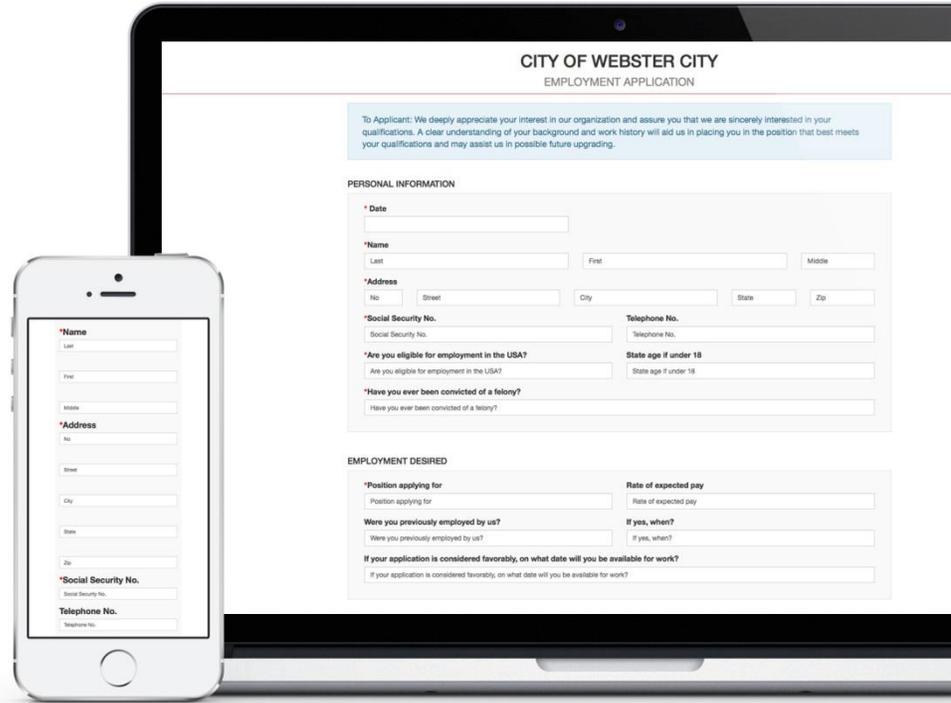
FAQ's make it easy for site visitors to find answers to common questions will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!





JOB POSTING

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as many details as you like and link to or upload any number of files that describe the job position in full detail. Best of all, with the form fill interface new openings can be posted in minutes by non-technical staff.



INTERACTIVE MAP

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins

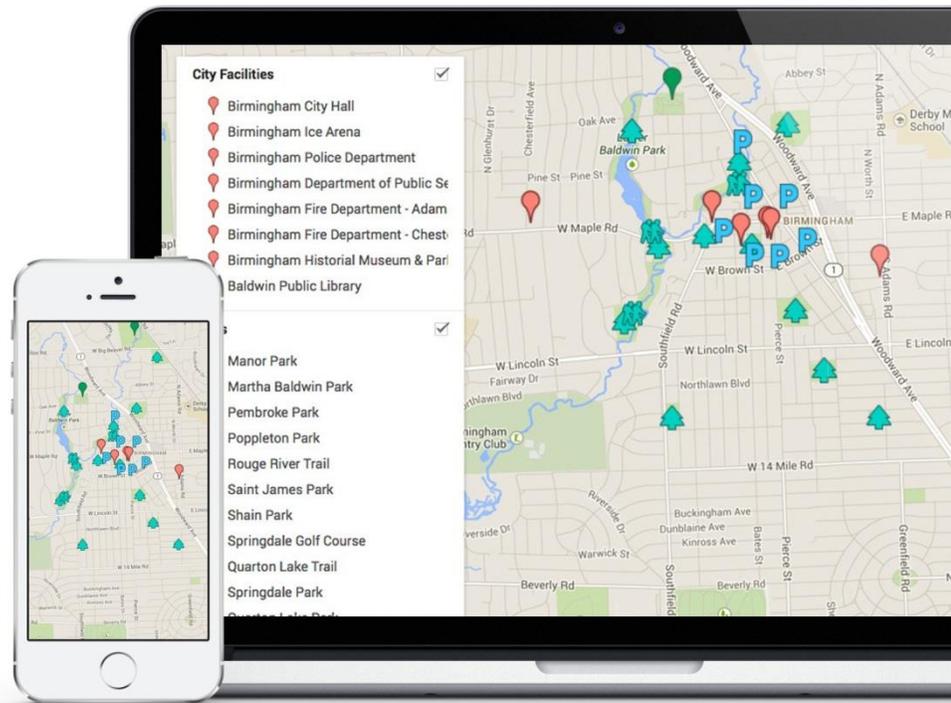




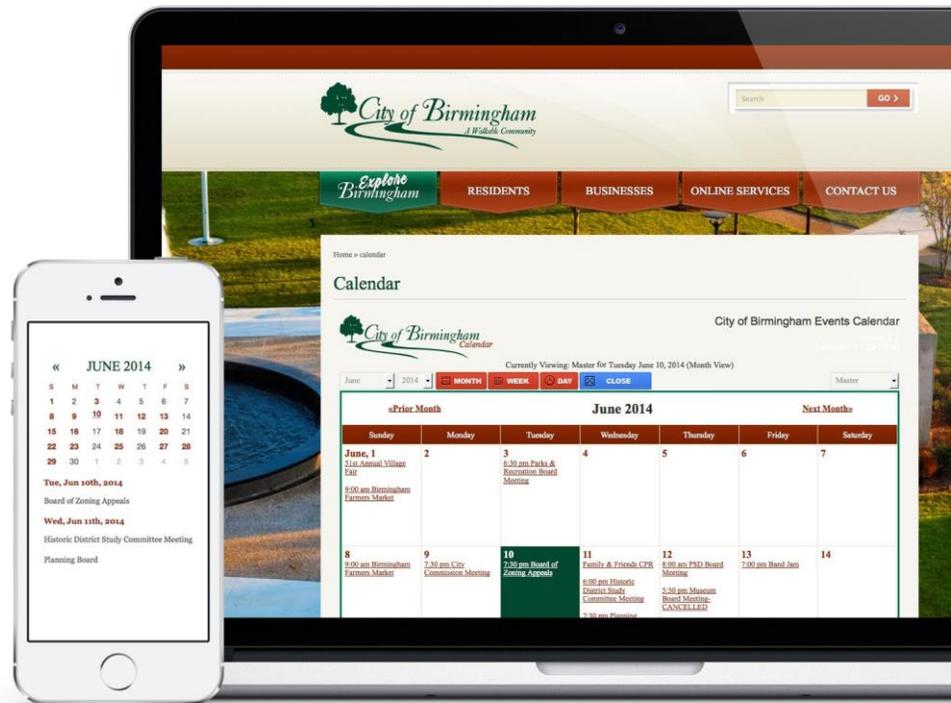
PHOTO GALLERY

A picture is worth a thousand words and photos are a proven way to increase the amount of time people spend on any given website. Great for showcasing pictures or videos of events in and around the community. The Photo gallery has a slider to scroll photos and also thumbnails for each pictures button that with On/Off features



Revize Calendar App

The Master/Sub Calendar provides an easy to use tool to enhance usability and encourage the communications of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves our client time by creating the event once then repeating automatically; great for Board and City Council meetings





E-MAIL NOTIFY

Many of our municipal clients include an email notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates any time there is a new posting



ONLINE FORMS

Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.



NEWS CENTER WITH FACEBOOK INTEGRATION

Website visitors can see all the news stories in a given time frame on one full page of the website, they can click on subjects and get the full details of the news event. Users can also subscribe to news and press releases through email, RSS Feeds, Facebook and Twitter.



QUICK LINKS

Quick Links module that allows site visitors to navigate to their areas of interest, much like FAQ. Examples for users:

Where do I...Get Registered for Summer Camp

Where do I...Get a Marriage License



SHARING APP

Provides a one click drop down to multi-social media and utility buttons. Common widget used on the web, intuitive and easy to use.



SLIDING FEATURE BAR

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions



TRANSLATOR

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.

Citizen's Engagement Center Apps



CITIZENS REQUEST CENTER

This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email for them to respond. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not created by a computer.



ONLINE BILL PAY

Allows client to set-up secure on-line payment processing for Credit Card transactions. Can be used for Utility and Tax Payments; Purchasing items on-line; or Making Donations to Non-Profit Organizations



RSS FEED

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.

Staff Productivity Apps



AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and etc. all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.



IMAGE MANAGER

Allows approved staff to upload images from their computer or network folders. Very easy interface to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries per department. Also, obsolete images can be deleted from the image library.



INTRANET

Provides a Dynamic CMS enable area with secure login to build out an entire Intranet for employee specific information only. Benefits the employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.



LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



MENU MANAGER

Allows approved content editors to add or edit site wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives control to change and update the Navigation menus of your website for continuous improvement.



ONLINE FORM BUILDER

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.



WEB CONTENT ARCHIVING/SCHEDULING

Your site history will never be lost as all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site and republish.

Site Admin & Security Apps



AUDIT TRAIL

An administrative tracking tool that provides reports on the content change activities of any webpage within the system. Administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.



AUTO SITEMAP TOOL

Revize CMS provides tool to automatically generate sitemap. Any time a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical for the higher ranking for your website in different search engines



HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any old legal documents or press releases. .



ROLES/PERMISSION SETUP

Our CMS uses role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow approvers etc. or you can add roles for each department and assign the department specific roles to the users



SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login id, they can manage their own password changes as necessary.



WEBSITE STATISTICS

Revize integrates Google Web Analytics tool that tracks number of site visits, website traffic sources etc. Your website admin can run various reports to collect important data on the usage of your website

Mobile Device and Accessibility Features



ALT-TAGS

Use of alt tags for images, a required part of the Revize CMS image manager feature.. Allows vision impaired individuals to understand the content of the image.



FONT SIZE ADJUSTMENT

Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with vision related problems to read information on your website



RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, ie, SMART phones, PC Tablets, iPads , includes iPhone App



The Government Website Experts

Revize Web Services Sales Agreement

This Sales Agreement is between Curry County, Oregon ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 9-2-16

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>Curry County</u>	Revize Software Systems
Company Address:	<u>94235 Moore St.</u>	1890 Crooks, Suite 340
Company Address 2:	<u></u>	Troy, MI 48084
Company City/State/Zip:	<u>Gold Beach, OR 97444</u>	248-269-9263
Contact Name:	<u>Thomas Huxley</u>	
Phone:	<u>541-247-3296</u>	
Email:	<u>huxleyt@co.curry.or.us</u>	
Billing Dept. Contact:	<u></u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$500.00
1	Phase 2 – Website Design, 3 concepts, 3 rounds of changes, onetime fee:	\$1,500.00
1	Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee:	\$2,800.00
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$800.00
1	Phase 6 – Site Map Development/Content Migration up to 200 pages and 540 documents:	\$1,000.00
1	Phase 7 – Content Editing/Administrator Training, 4 hour session, onetime fee:	\$600.00
1	Phase 8 – Go Live, onetime fee:	\$300.00
1	Revize Annual Software Subscription, Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee, 11 Users, Unlimited GB website storage:	\$1,500.00
	Grand Total	\$9,000.00

Five-year agreement with free website re-design during year five. Revize requires a check for \$ 7,500 to start this Initiative. Revize annual services start the day of the kick off Meeting.

Revize Client First Payment Plan Annual Recurring Fees:

First Year: \$ 4,000
 Second Year: \$ 4,000
 Third Year: \$ 4,000
 Fourth Year: \$ 1,500

Terms:

1. **Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.**
2. **This Sales Agreement is the only legal document governing this sale.**
3. **Both parties must agree in writing to any changes or additions to this Sales Agreement.**
4. **This Sales Agreement is subject to the laws of the State of Oregon.**
5. **Revize provides a free website redesign after four years of service, if the client chooses to sign a locked-in rate contract for five years. Lifetime warranty included.**
6. **Pricing expires in 30 days.**

AGREED TO BY:

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

CLIENT

REVIZE

Thomas Jean

Account Manager

The Following Applications & Features will be integrated into Your Website Project

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- › **Citizen's Communication Center Apps**
- › **Citizen's Engagement Center Apps**
- › **Staff Productivity Apps**
- › **Site Administration and Security Features**
- › **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Alert Center
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ Sharing App
- ✓ Sliding Feature Bar
- ✓ Language Translator

Citizen's Engagement CENTER Apps:

- ✓ Citizen Request Center with Captcha
- ✓ **Online Bill Pay**
- ✓ **RSS Feed**

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMINISTRATION AND SECURITY Features:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

MOBILE DEVICE and ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

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: Economic Development Department Proposal

AGENDA DATE^a: 9/7/2016 **DEPARTMENT:** Commissioners **TIME NEEDED:** 30 min

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

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:**
8/31/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Proposal

- (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) Community Development
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:

^cNote: 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



**Curry County
Board of Commissioners**

David Brock Smith,
Commissioner

94235 Moore Street, Suite 122
Gold Beach, OR 97444
541-247-3296, 541-247-2718 Fax
800-243-1996 www.co.curry.or.us

September 2, 2016
3:00 p.m.

Agenda Item Comments for 9/7/2016 BOC Meeting

Dear Commissioners, Staff and Citizens,

This is being written on Friday, as it must be included for the Wednesday meeting by 5:00 p.m. My apologies for not being able to attend this meeting, as I requested the meeting date to be changed two weeks ago. You can review the response from the Board to my request on our County Website under Commissioners Department, August 24th, 2016 meeting. I repeated my request at our workshop on August, 31st, with no success. My comments on specific agenda items for the meeting are consistent with my previous positions of opposition, and reasons for such opposition.

As of today, an item on the agenda submitted by Commissioner Brown regarding a new contract for GIS, to a new vendor, to spend more dollars to fix the old system, has been removed from the agenda. In 2013, then Commissioner Itzen and I went forward with the vendor for GIS, recommended by Commissioner Brown. We have already paid this vendor for a new system, and the vendor is obligated to meet the contractual obligation of the contract that he and Commissioner Brown worked out, presented and subsequently passed by the BOC. I have always maintained that the vendor needs to finish our GIS system, and still do. It is however unfortunate, as to what ultimately occurred for over a year, with Commissioners Huxley and Brown using GIS to denigrate and ultimately terminate a valued and dedicated Department Head of Curry County. (The other Elected Officials of Curry County and many other Department Heads drafted many letters and glowing evaluations to the work ethic and excellent performance of the former Department Head) If the GIS contract is added back to the agenda, I am opposed to using more dollars to work on the old GIS system, when we have a new system that is contractual obligated to work. Also, the new contract for GIS never went out through a Request for Proposal (RFP).

Item 7i, Website Contract

This too, has never been out for a RFP, as there are many County Businesses and Citizens whom are qualified. Curry County has a working website that is user friendly, allows the County Staff to upload to it on campus or remotely and there is no need to spend dollars on a new website.

Point by point to Commissioner Huxley's presentation on the proposal.

The new website would allow uploads in various formats. – Our current website can already do this.

There was a reference to the 2013 presentation but failed to mention the IT Director advised against utilizing only offsite storage of County information.

There was a reference to our current storage limit of 200 gigabytes on our current site – this is only the current upload folder and can easily be increased. Our current site has 400 gigabytes and has 150 gigabytes still available, and again, can be increased.

Reference to County Staff's ability to able to make changes to their departmental pages – this is something Staff is currently doing. Also, the proposal allows only 11 users. We have more than twice that.

Reference to Staff needing to be on a county computer on campus to sign in to work within the website – this is not true and can be done through any internet connection, even on a cellphone.

There is a \$500 cost to make pages printer friendly, documents would already be printable and pages could just be printed via screenshots, waste of more dollars.

The vendor would use a content management system or software – all websites use a CMS, free CMSs like WordPress and Drupal are used every day. The vendor would probably build their own, which is propriety code and is this was a concern regarding GIS. Any additions or system changes would have to be made through the vendor.

Reference to an alert system that will display any emergencies on the top of the page – we already have alerts on our main page as well as an alert system we just signed up for through our Emergency Services Department.

Reference to the Publics ability to pick which email alerts they want for various Board Meetings-- This could easily be set that up now, regardless, it would require staff and boards to upkeep, adding more to the staff workload.

Reference to a four or five month process – although there has been no conversation with Staff or Department Heads on their time to provide the needed input and information to the vendor, their workloads, etc.

Reference to Online bill pay – this just takes the setup with banking for the various cards which some departments do already.

Reference to Revize having a translator – so does anyone else that can use Google. Just right click to translate our current site.

Reference to vendor not charging for a page because you can add a department to the list – these are two very different things, modules are not pages.

Reference to everyone signing off before moving on yet only have one or two people for points of contact – who will that be? Who will understand the terminology and be able to convey the wants and needs to the vendor? Who will be given these tasks? Where is the budgeted compensation for added work?

Finally, where is the input from all of our County Department Heads and Staff that will be using this system? There is NONE, as Commissioner Huxley has not sought the input of our County Elected Officials, Department Heads OR Staff on their opinions, even though they are the users and would be responsible for the management of information to the public. God forbid they make a mistake and are terminated, like a recent former Department Head, who wasn't even in charge of the management of the content of the GIS system.

7j,k,l,m,n,o,- Economic Development

This proposal from Commissioner Brown, is not what was agreed upon through the transparent budget process. Her proposed budget is in error. (See Attached Budget) Where is the payment of the \$6500 loan? The new \$12k loan? (to which I was opposed to loaning the Econ Dev Dept.) Community Development's original proposal stated that no more resources were necessary. This proposal gives tens of thousands. The proposal also adds a vehicle purchase, when there are many in the Car Pool already. Why are we using these valued Economic Development dollars to purchase a vehicle when it has been argued that there isn't enough to maintain the department. The proposal also sets aside \$10k contracted services to SCDC, yet the proposed new budget by Commissioner Brown has over \$20k for Professional Services? Who else is getting paid and what else do we not know about this opaque proposal? The proposal puts the Planning Director in an awkward conflict of interest as she sits on the Board for SCDC and would be managing the dollars of Econ. Dev., which are proposed to be outsourced to SCDC. Also, there is an increased salary of over \$700 monthly, but the only reference in the Directors job description for Econ Dev, is to manage the small budget. Coupled with the fact that a Staffer was promoted to Planner recently, and we also recently outsourced some Planning functions of the department to free up workload. Now, we are outsourcing even more, while increasing salaries? Also, the County Economic Development Department is currently involved in a number of Economic Development projects and events for the benefit of our businesses and residents. Is the Community Development Director planning on picking up these events? There is no way, that having a .25% FTE staffer can possible manage the County's Tourism Website, collaborate with Wild Rivers Coast Alliance and Partnerships, OCVA, SOVA, ODMO, Travel Oregon as a DMO, Eat Fresh and Local, Visitor Center Collaboration, Main Street, CCD, Cycle Oregon, ORAT Tourism Sustainability Project, Promotion and Marketing of the events in Curry County; such as Fungi Fest, Bridge Bash, Veterans, among other duties, as outlined in the Staff Report by the current Economic Development Assistant, to which was used by Commissioner Brown for this proposal. Again, as there is no way that a quarter of one staffers position could possibly nor effectively preform all of this work and more, Commissioner Brown's proposal seems to suggest that the Fungi Fest, Bridge Bash, other events and collaborative work, be canceled.

Furthermore, grant management and the airport administration (to which Commissioner Brown; airport liaison, refused to have the airport budget fund the Economic Development budget for the work done for the airport, which would have eliminated the need for a "loan" to the Economic Development Budget, that again, is not referenced in her new proposed budget) is within the Economic Development job description and not in the Admin Asst. position within the BOC Office. It is however, included in the proposed new Admin and Tourism Promotion Asst. position, with no dollars coming into the BOC Office from the airport for management, and there again, would be no time for this staffer to effectively administrate Economic Development for Curry County. The reality is, that previously we had two staffers concentrating on Economic Development for Curry County, and this proposal by Commissioner Brown cuts those Economic Development efforts to .25% of one staff position. If it's mentioned in the meeting that others will be picking up these duties, understand that the Community Development Director's job description is only managing the Economic Development budget, and there is no way the contract for \$10k will cover the needed work being lost.

The transparent budget process had the Director of Administration/Economic Development removed, and a full time Economic Development Asst. and another Administrative Assistant in the BOC Office. This is the best use of our staff and our Economic Development dollars and was supported by the budget committee. We have discussed this over many months and many meetings. The Public has attended them and has agreed with the positions of the budget committee and I.

I am opposed to these items for the reasons stated. I have discussed these items with County Elected Officials, Department Heads and Staff, they agree with my position. Thank you for your consideration of my opposition, as a fellow Elected Curry County Commissioner.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Brock Smith".

David Brock Smith, Commissioner
Curry County Board of Commissioners
District 4 Chair, Association of Oregon Counties
Association of O&C Counties Board Member

Economic Development Fund

		15-16Budget	15-16Actual	16-17Budget	Proposal	Difference
1.27-465.20-321.10-000-00	Permits- OLCC		3,475.00	1,822.00	1,822.00	
1.27-465.20-332.50-000-50	Gr-Fed-St-Rehome Oregon CDBG		1,600.00			
1.27-465.20-335.00-000-00	Other- St- Lottery	76,000.00	88,092.00	78,711.00	78,711.00	
1.27-465.20-364.00-000-10	Fundraising Events		2,165.32			
1.27-465.20-380.00-000-00	Mise Revenue	12000.00	9,608.45	3,000.00	3,000.00	
1.27-465.20-391.99-000-00	Allocated Interest	40.00	14.06			
1.27-465.20-399.03-000-00	Restricted Fund Balance	21,250.00	(6,128.92)			
	Total Resources to date	109,290.00	98,825.91	83,533.00	83,533.00	
1.27-465.20-490.00-110-00	Sal- Regular	61,601.00	59,504.42	40,320.00	18,954.00	21,366.00
1.27-465.20-490.00-213-00	Ben- Health Insurance	12,000.00	12,100.00	12,000.00	4,440.00	7,560.00
1.27-465.20-490.00-214-00	Ben- Life Insurance	72.00	68.41	50.00	22.00	28.00
1.27-465.20-490.00-220-00	Ben- FICA	4,559.00	4,485.89	3,084.00	1,450.00	1,634.00
1.27-465.20-490.00-230-00	Ben- PERS- County Portion	4,506.00	4,498.59	3,048.00	1,433.00	1,615.00
1.27-465.20-490.00-260-00	Ben- Worker's Compensation	716.00	565.23	62.00	140.00	(78.00)
1.27-465.20-490.00-290-00	Ben- OR W/C Assessment	68.00	63.81	64.00	24.00	40.00
1.27-465.20-490.00-295-00	IGS- 3.10 Unemp Self Ins Rsrv	447.00	447.00	605.00	284.00	321.00
	Total Personal Services	83,969.00	81,733.35	59,233.00	26,747.00	32,486.00
1.27-465.20-490.00-310-15	Community Education		(50.00)			
1.27-465.20-490.00-315-00	Conference Fees	500.00	146.38	500.00	500.00	
1.27-465.20-490.00-330-00	Pro Svcs- General	1000.00	1,000.00	510.00	21,496.00	(20,986.00)
1.27-465.20-490.00-416-00	Uti I- Cellular Telephone	269.00				
1.27-465.20-490.00-521-00	Gen Liab Ins- Econ Devel	853.00	614.00	661.00	661.00	
1.27-465.20-490.00-524-00	Property Ins- Econ Devel	69.00	71.00	75.00	75.00	
1.27-465.20-490.00-541-00	Advertising- Legal			400.00	400.00	
1.27-465.20-490.00-542-00	Advertising- Other	6200.00	5,795.00	5,500.00	5,000.00	500.00
1.27-465.20-490.00-550-00	Copying & Printing	500.00	1,292.37	1,200.00	1,200.00	
1.27-465.20-490.00-580-00	Travel- Meals & Lodging	560.00	800.13	600.00	600.00	
1.27-465.20-490.00-580-00	Travel- Mileage Allowance	500.00		100.00	100.00	
1.27-465.20-490.00-581-00	IGS-2.21 Assigned Vehicles	1000.00	1627.29			
1.27-465.20-490.00-595-00	Postage	200.00		100.00	100.00	
1.27-465.20-490.00-600-00	Sup- Office	500.00	640.85	500.00	500.00	
1.27-465.20-490.00-606-00	Event Food Supplies	200.00				
1.27-465.20-490.00-606-10	Fundraising Event Expenses	2000.00	1,844.62			
1.27-465.20-490.00-610-00	Sup-Non-Cap Furn/Equip	500.00		250.00	250.00	
1.27-465.20-490.00-615-00	Other Materials & Services	3861.00	2,809.53	300.00	300.00	
1.27-465.20-490.00-640-00	Books & Periodicals		119.74			
1.27-465.20-490.00-650-00	Dues- Membership	485.00	785.00	1,905.00	1,905.00	
1.27-465.20-490.00-820-00	IGS- 2.20 Finance	1,375.00	1,375.00	1,269.00	1,269.00	
1.27-465.20-490.00-821-00	IGS- 2.20 Payroii/HR	795.00	795.00	549.00	549.00	
1.27-465.20-490.00-822-00	IGS- 2.20 Counsel	500.00	500.00	456.00	456.00	

1.27-465.20-490.00-824-00	IGS- 2.20 Occupancy	604.00	604.00	651.00	651.00	
1.27-465.20-490.00-826-00	IGS- 2.20 IT/Telecom	1,096.00	1096.00	939.00	939.00	
1.27-465.20-490.00-828-00	IGS- 2.20 BOC Office	950.00	950.00	587.00	587.00	
1.27-465.20-490.00-830-00	IGS- 1.11 Commissioners	804.00	804.00	748.00	748.00	
	<i>Total Materials & Services</i>	<i>25,321.00</i>	<i>23,619.91</i>	<i>17,800.00</i>	<i>38,286.00</i>	<i>(20,486.00)</i>
1.27-465.20-490.00-742-00	Cap Outlay - Vehicle				18,500.00	(18,500.00)
TBD	Tran GenFund Loan Repayment			6,500.00	0.00	6,500.00
	<i>Total Expenses</i>	<i>109,290.00</i>	<i>105,353.26</i>	<i>83,533.00</i>	<i>83,533.00</i>	<i>0.00</i>

September 7, 2016

Economic Development

Considerations when developing this proposal:

1. Programs and services
2. Budget and staffing

Industry standards of programs and services of an effective Economic Development program.

Develop & Commit to Long-Term Vision

Innovate & Duplicate - Look at what other communities have successfully done

Identify "Impact" Assets & Community Strengths

Natural Assets (e.g., Rogue River, forestland)

Man-made Assets (e.g., Highways, Railroads)

Educational Assets (e.g., Community Colleges, Training Initiatives)

Understand Business Perspectives/Needs

Business Expansion

Create environment to help business grow

Understand internal capital competition

Gather partners to support opportunities through supply chain, logistics, incentives, workforce development, etc.

Communicate regularly with business to learn about needs and opportunities

Business Retention

Understand current business needs, challenges, opportunities, threats & community involvement

Understand how community can support existing businesses

Communicate regularly with business

Business Attraction

The most expensive part of economic development - \$\$

Leverage resource partners to be successful

Demonstrate how current businesses thrive

Know your strengths and weaknesses

Know and be able to articulate your value proposition

Prepare for Opportunities

Develop or Update Land Use Plan, CEDS, etc.

Public infrastructure improvements to accommodate growth

Partnering with surrounding communities/counties/agencies

Site Readiness & Preparation

Infrastructure Development to Support Business Growth

Environmental Remediation – Preparing Old Sites for Reuse

Tourism Marketing for Economic Development

Marketing strategy, branding and campaign development

Marketing of local assets

Collaborate to maximize impact

It's Important, But...It's Not Economic Development

Community Development Projects – e.g., Bike Trails

Quality of Life Initiatives – e.g., Revitalization of Parks Systems

Networking Organizations

Budget

The Economic Development Department is funded largely through Lottery dollars. In recent years past funding from this source has been on the decline, but is now slowly increasing.

The expected lottery dollar revenue for the coming 2016-2017 budget year is anticipated to be \$78,711 with another \$4,822 in miscellaneous revenue for a total budget resource of \$83,533.

Taking into consideration the programs and services that are important to our county the intent is to propose a well-rounded and fully funded Economic Development program, which includes the three most important elements of an economic development program; Business development, infrastructure development and tourism.

The Community Development Department Director assumes the program duties to manage infrastructure development which are outlined in a June 22, 2016 memo from Director Carolyn Johnson. Assuming additional duties for the County requires an updated position description for the Planning Director. An updated position description was developed and resulted in a range increase from E-12 to E-14, however I am recommending that the Range be set at E-15 based on previous Planning Director salaries, and additional economic development departmental duties. The increase in salary from E-12 to E-15 is \$739 per month, which will be allocated to the Economic Development Budget for management and development of infrastructure programs and projects.

The current position description for an Economic Development Assistant is changed to an Administrative and Tourism Promotions Assistant, Range N-8 (same as previous job description). The proposed Economic Development budget staffs this position at 25% with the remainder of the position being staffed by the BOC Office at 75%. The time allocation of 25% for Tourism Promotions Assistant was developed by Summer Matteson-Kinney during this year's fiscal budget to appropriately allocate her time spent on Economic Development, Tourism, Brookings Airport and BOC office duties related to grants. The time allocation of the remaining 75% will serve as a second Administrative Assistant to the Board of Commissioner Office.

The Business Development program is proposed to be contracted out to South Coast Development Council (SCDC) for \$10,000 annually. The Business Development Program will include business expansion, retention and attraction. The proposed scope of work is attached.

Attachments:

Proposed Economic Development Budget

Proposed Community Development Budget

Salary Tables: E-12, E-14, E-15

Position Descriptions: Economic Development Assistant, Administrative and Tourism Promotions Assistant, Community Development Director; current and proposed

Time Allocation summaries for current Economic Development Assistant position

Community Development Memo, June 22, 2016

SCDC Scope of Work and Contract

YTD #REF!	2005-6	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2016-2017 Proposed Budget	-
Acct No	Actual	Budget							
Economic Development									
1.27-465.20-321.10-000-17								1,822	
1.27-465.20-331.01-000-00									
1.27-465.20-331.02-000-00									
1.27-465.20-334.01-000-00									
1.27-465.20-335.00-000-00	108,847	102,243	114,087	100,146	74,680	72,628	90,432	78,711	
1.27-465.20-364.00-000-00									
1.27-465.20-380.00-000-00	8,275	210	925	200	500	2,100	-	3,000	
1.27-465.20-387.00-000-10	71,774		45,000						
1.27-465.20-387.00-000-40			25,000				-		
1.27-465.20-387.00-000-50			6,000	9,000		43,000	-		
1.27-465.20-387.00-000-00	58,000								
1.27-465.20-391.15-000-00									
1.27-465.20-391.99-000-00	3,219	8,064	8,579	5,349	910	312	282	-	0.20%
1.27-465.20-399.02-000-00							-		
1.27-465.20-399.03-000-00	100,504	180,599	192,021	217,106	151,587	106,792	68,401	-	
Total Resources	350,619	291,116	391,612	331,801	227,677	224,832	159,114	83,533	
1.27-465.20-490.00-110-00	40,448	43,028	57,277	59,270	55,494	57,520	26,545	18,954	Carolyn 12%
1.27-465.20-490.00-120-00		645		2,380	12,234	11,266	-		Summer 25%
1.27-465.20-490.00-213-00	7,673	7,715	14,220	14,686	11,758	12,000	8,000	4,440	
1.27-465.20-490.00-214-00	67	44	90	77	50	46	34	22	
1.27-465.20-490.00-220-00	3,171	3,336	4,118	4,576	5,155	5,327	1,947	1,450	
1.27-465.20-490.00-230-00	6,945	2,535	7,783	8,232	6,213	6,199	1,856	1,433	
1.27-465.20-490.00-235-00	2,427	1,130	3,364	3,556	3,987	3,978	1,007		
1.27-465.20-490.00-260-00	383	589	558	738	739	899	314	140	
1.27-465.20-490.00-290-00	41	50	69	68	78	75	36	24	
1.27-465.20-490.00-295-00	536						18,937	284	
1.27-465.20-490.00-299-00	770	118							
Total Personal Services	62,461	59,190	87,478	93,583	95,708	97,310	58,677	26,747	31% budget
1.27-465.20-490.00-310-15									
1.27-465.20-490.00-310-20			10,000	14,500					
1.27-465.20-490.00-315-00		480	1,890	840	779	400	625	500	
1.27-465.20-490.00-330-00		10,000	33,000	10,000		35,000	4,000	21,496	

p57

Carolyn 12%
Summer 25%

31% budget

YTD #REF!	2005-6	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2016-2017 Proposed Budget	
Acct No	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	
Economic Development									
1.27-465.20-490.00-330-17									
1.27-465.20-490.00-415-00	384	417	517	659	302	85	3		
1.27-465.20-490.00-416-00							-		
1.27-465.20-490.00-521-00							491	661	7.60%
1.27-465.20-490.00-524-00							44	75	5.00%
1.27-465.20-490.00-541-00								400	
1.27-465.20-490.00-542-00								5,000	
1.27-465.20-490.00-550-00		890	58	561	145		-	1,200	
1.27-465.20-490.00-580-00	5,462	1,856	2,645	2,383	1,999	296	540	600	
1.27-465.20-490.00-580-17									
1.27-465.20-490.00-581-00	274	353	2,607	1,737	899	518	3		
1.27-465.20-490.00-582-00	99	229	26				-		
1.27-465.20-490.00-583-00	262					328	394	100	
1.27-465.20-490.00-584-00			432	49	209		415		
1.27-465.20-490.00-584-17									
1.27-465.20-490.00-595-00	2	441	125	101	74	487	-	100	
1.27-465.20-490.00-600-00	299	651	703	421	564	519	-	500	
1.27-465.20-490.00-606-00					100		-		
1.27-465.20-490.00-606-64									
1.27-465.20-490.00-610-00	2,798	238	3,720	1,548			499	250	
1.27-465.20-490.00-615-00		6,500	11,852	13,359	949	751	-	300	
1.27-465.20-490.00-615-02				18,129	9,128	3,514	-		
1.27-465.20-490.00-615-20				708	619	1,143	-		
1.27-465.20-490.00-615-04									
1.27-465.20-490.00-650-00	9,104	12,693	9,234	10,330	750	1,020	475	1,905	
1.27-465.20-490.00-651-00	270						-	-	
1.27-465.20-490.00-820-00							1,237	1,269	IGS
1.27-465.20-490.00-821-00							395	549	Admin
1.27-465.20-490.00-822-00								456	Services
1.27-465.20-490.00-824-00							1,639	651	
1.27-465.20-490.00-826-00							1,045	939	

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YTD #REF!	2005-6	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2016-2017 Proposed
Acct No	Actual	Budget						
Economic Development								
1.27-465.20-490.00-828-00								587
1.27-465.20-490.00-830-00								748
Total Materials & Services	18,954	34,748	76,809	75,326	16,516	44,061	11,804	38,286
1.27-465.20-490.00-742-00	12,607							18,500
Total Cap Outlay	12,607	-	-	-	-	-	-	18,500
1.27-465.20-491.01-000-00		5,045	4,719	5,805	6,161	6,161	-	
1.27-465.20-490.00-819-51							65	
1.27-465.20-490.00-819-60							1,780	
1.27-465.20-491.07-000-00	15,500			3,000			-	
1.27-465.20-491.07-000-00			3,000	3,000			-	
1.27-465.20-491.09-000-00	2,500	1,000	2,500	2,500	2,500	1,000	1,000	
1.27-465.20-491.20-000-00						7,900	-	
Total Interfund Transfers	18,000	6,045	10,219	14,305	8,661	15,061	2,845	-
Total Resources	350,619	291,116	391,612	331,801	227,677	224,832	159,114	83,533
Total Requirements	112,022	99,983	174,506	183,214	120,885	156,432	73,326	83,533
Contribution To/From Fund	238,597	191,133	217,106	148,587	106,792	68,401	85,788	-

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Payroll Worksheet

Non-represented cost of living: 0.00%
 Management cost of living: 0.00%
 Teamsters cost of living: 0.00%
 OPEU cost of living: 0.00%

Position	Name	FTE	Allocation	Range	Step	Workers' Comp Class	Annual Salary	Annual Longevity	Total Salary	Health Insurance	Life Insurance	FICA	PERS Category	PERS County Portion	PERS Employee Portion	Workers' Comp	W/C Tax Assess	Total Cost
Planning Director	Carolyn Johnson	1.00	12%	E15	D.5	9410	8,874	-	8,874	1,440	9	679	OPSRP	671		124	8	11,806
Economic Development Asst	Summer Matteson	1.00	25%	N8	B	8810	10,080	-	10,080	3,000	13	771	OPSRP	762		16	16	14,657
							18,954	-	18,954	4,440	22	1,450		1,433	-	140	24	26,464
Summer changed from 50% to 100% 09/15 (2 months deduct)							(3,360.00)			(1,000.00)	(4.16)	(257.00)		(254.00)		(5.17)	(5.33)	
subtotal							15,594			3,440	18	1,193		1,179		135	19	21,578
Julie left 04/16 (2 months deduct)							-5555			-1000	-6.5	-425		-420		-77.84	-5.66	
							10,039			2,440	11	768		759		57	13	14,088

Copy of Copy of Community Development budget FY 2016.17 2.17-419.10 Planning

YTD 50%	2012-13	2013-14	6/30/2015	Dec-15	6/30/16	7/31/2015	6/30/2016	6/30/2016	15/16	2016-2017	balance	
				YTD	Projected	Cur Year	Supp #1	Supp #2	Adjusted	Proposed	0	
Acct No	Account Description	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget		
Planning					Planning		6	6			p102	
2.17-419.10-331.00-000-01	Grants - Fed - Coastal Mgt 11.419	24,300	24,300	24,300	-	24,300	-	-	24,300		(24,300)	
2.17-419.10-334.00-000-03	Grants - St - DLCD	-	-	-	-	-	-	-	-		-	
2.17-419.10-334.00-000-10	Grants -St - Coastal TA - Strm Drng	-	-	-	-	-	-	-	-		-	
2.17-419.10-334.00-000-20	Grants -St - Coastal TA - Master Plan	-	-	-	-	-	-	-	-		-	
2.17-419.10-341.30-000-00	Fees - Planning	83,724	90,883	127,106	53,497	100,164	-	-	100,164	115,000	14,836	
2.17-419.10-341.32-000-00	Fees - Rural Address	2,999	2,878	3,755	1,696	2,500	-	-	2,500	2,800	300	
2.17-419.10-341.33-000-00	Fees - City Planning-Gold Beach	-	-	-	-	-	-	-	-	-	-	
2.17-419.10-341.34-000-00	Fees - HW3-CSWMP	-	-	-	-	-	-	-	-	-	-	
2.17-419.10-341.40-000-00	Printing & Duplicating	31	-	4	-	400	-	-	400	201	(199)	
2.17-419.10-390.50-000-00	Reimbursement - Misc	560	-	-	-	6,000	-	-	6,000		(6,000)	
2.17-419.10-391.12-000-00	Tran In - General Fund		8,500	-	-	-	-	-	-		-	
2.17-419.10-391.26-000-00	Tran In - Title III	30,890	-	-	-	-	-	-	-		-	
2.17-419.10-391.99-000-00	Tran In-Pass Thru Interest	-	-	-	213	426	-	-	-		-	
2.17-419.10-399.01-000-00	Assigned Fund Balance	9,022	(1)	-	-	19,706	-	-	19,706	19,706	-	
2.17-419.10-399.03-000-00	Restricted Fund Balance	-	(5,110)	40,528	40,528	-	-	-	-		-	
	Total Resources	151,525	126,561	150,055	95,934	151,340	153,070	-	153,070	137,707		
2.17-419.10-490.00-110-00	Sal - Regular	45,226	45,448	38,884	39,693	79,386	80,231	(7,196)	(7,196)	65,839	72,190	6,351
2.17-419.10-490.00-120-00	Sal - Irregular	38,836	34,664	33,872	6,696	13,393	-	6,696	6,696	13,392	5,000	(8,392)
2.17-419.10-490.00-130-00	Sal- Overtime	217	-	-	176	351	-	500	500	1,000	500	(500)
2.17-419.10-490.00-213-00	Ben - Health Insurance	15,000	15,000	12,000	10,000	20,000	20,400	-	-	20,400	17,280	(3,120)
2.17-419.10-490.00-214-00	Ben - Life Insurance	70	70	50	45	90	134	-	-	134	113	(21)
2.17-419.10-490.00-220-00	Ben - FICA	6,013	6,134	5,346	3,487	6,974	6,138	-	-	6,138	5,943	(195)
2.17-419.10-490.00-230-00	Ben - PERS - County Portion	5,453	5,783	4,431	1,484	2,969	10,458	-	-	10,458	5,495	(4,963)
2.17-419.10-490.00-235-00	Ben - PERS - Employee Portion	2,726	2,783	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-260-00	Ben- Worker's Compensation	714	641	906	617	1,234	618	-	-	618	518	(100)
2.17-419.10-490.00-290-00	Ben - OR W/C Assessment	95	102	84	55	110	144	-	-	144	111	(33)
2.17-419.10-490.00-295-00	IGS - 3.10 Unemp Self Ins Reserve	1,284	1,239	1,143	302	602	602	-	-	602	1,165	563
2.17-419.10-490.00-299-00	Compensated Absences	-	-	-	-	-	-	-	-	-	-	-
	Total Personal Services	115,633	111,864	96,716	62,556	125,109	118,725	-	118,725	108,316		(10,409)
2.17-419.10-490.00-310-00	Pro Svcs - Training & Ed	-	-	-	-	-	500	500	500	1,500	800	(700)
2.17-419.10-490.00-330-00	Pro Svcs - General	509	400	-	-	-	6,000	2,500	2,500	11,000	7,965	(3,035)
2.17-419.10-490.00-340-00	Pro Svcs - Medical Lab	-	-	-	146	291	-	146	146	292		(292)
2.17-419.10-490.00-341-00	Pro Svcs - Data Processing	1,499	1,574	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-341-01	IGS - 1.10 GF GIS Services	1,250	-	-	-	-	944	-	-	944		(944)
2.17-419.10-490.00-415-00	Util - Telephone	-	-	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-430-00	Rep & Maint - Equipment	-	-	-	-	-	290	-	-	290		(290)
2.17-419.10-490.00-521-00	Ins - Liability - General	664	774	720	966	966	775	191	191	1,157	1,039	7.60%

Copy of Copy of Community Development budget FY 2016.17 2.17-419.10 Planning

YTD 50%	2012-13	2013-14	6/30/2015	Dec-15	6/30/16	7/31/2015	6/30/2016	6/30/2016	15/16	2016-2017	balance	
Acct No	Actual	Actual	Actual	YTD	Projected	Cur Year	Supp #1	Supp #2	Adjusted	Proposed	0	
Account Description	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget		
Planning					Planning		6	6				
2.17-419.10-490.00-524-00	Property Ins	239	378	511	544	544	537	7	7	551	571	5.00%
2.17-419.10-490.00-541-00	Advertising - Legal	1,165	798	681	-	-	1,000	-	-	1,000	500	(500)
2.17-419.10-490.00-542-00	Advertising - Other		-	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-550-00	Copying & Printing	1,923	2,356	2,747	1,343	2,687	3,000	(350)	(350)	2,300	800	(1,500)
2.17-419.10-490.00-580-00	Travel - Meals & Lodging		-	50	503	1,006	500	-	-	500	700	200
2.17-419.10-490.00-581-00	IGS-Assigned Vehicles	396	961	226	-	-	300	(300)	(300)	(300)		300
2.17-419.10-490.00-582-00	IGS - Motor Pool	73	7	48	57	113	500	(250)	(250)	-	100	100
2.17-419.10-490.00-583-00	Travel- Mileage Allowance		-	-	252	503	-	300	300	600	150	(450)
2.17-419.10-490.00-595-00	Postage	1,638	1,170	1,139	368	736	1,500	(750)	(750)	-	600	600
2.17-419.10-490.00-600-00	Sup - Office	1,178	1,134	1,267	527	1,055	1,400	(400)	(400)	600	1,600	1,000
2.17-419.10-490.00-609-00	Sup - Other		-	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-610-00	Sup - Non-Capital Equipment		-	2,650	1,000	2,000	1,000	(594)	(594)	(188)		188
2.17-419.10-490.00-615-00	Other Materials & Services	387	245	589	115	229	1,683	(1,100)	(1,100)	(517)	350	867
2.17-419.10-490.00-640-00	Periodicals & Books	44	76	48	-	-	-	-	-	-	-	-
2.17-419.10-490.00-650-00	Dues - Membership	100	100	100	-	-	300	100	100	500	100	(400)
2.17-419.10-490.00-820-00	IGS - 2.20 Finance	1,346	2,871	1,930	1,082	2,163	2,163	-	-	2,163	2,163	Admin
2.17-419.10-490.00-821-00	IGS - 2.20 Payroll/HR	977	1,398	1,065	576	1,151	1,151	-	-	1,151	1,151	allocations
2.17-419.10-490.00-822-00	IGS - 2.20 Counsel	5,639	1,985	1,625	982	1,965	1,965	-	-	1,965	1,965	Services
2.17-419.10-490.00-824-00	IGS - 2.20 Occupancy	12,354	3,305	3,633	2,176	4,351	4,351	-	-	4,351	4,351	
2.17-419.10-490.00-826-00	IGS - 2.20 Info Tech	3,452	903	1,243	862	1,725	1,725	-	-	1,725	1,725	
2.17-419.10-490.00-828-00	IGS - 2.20 BOC Office		-	926	748	1,495	1,495	-	-	1,495	1,495	IGS
2.17-419.10-490.00-830-00	IGS - 1.11 Commissioners Fund		-	1,611	634	1,266	1,266	-	-	1,266	1,266	
	Total Materials & Services	34,833	20,436	22,810	12,880	24,246	34,345	-	-	34,345	29,391	(4,954)
2.17-419.10-490.00-743-00	Cap Outlay - Equipment		-	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-744-00	Cap Outlay - Computer >\$7,000		-	-	-	-	-	-	-	-	-	-
	Total Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-849-00	Principal Payments		-	-	-	-	-	-	-	-	-	-
	Total Debt Service	-	-	-	-	-	-	-	-	-	-	-
2.17-419.10-490.00-850-00	Unappropriated Balance		-	-	-	-	-	-	-	-	-	-
	Total Unappropriated Balance	-	-	-	-	-	-	-	-	-	-	-
2.17-419.10-491.01-000-00	Tran To - Administrative Svcs		-	-	-	-	-	-	-	-	-	-
2.17-419.10-491.01-000-03	Tran To - 2.20 Office Services	41	-	-	-	-	-	-	-	-	-	-
2.17-419.10-491.01-419-60	Tran To - 2.20 Telecommunications	1,019	-	-	-	-	-	-	-	-	-	change
	Total Interfund Transfers	1,060	-	-	-	-	-	-	-	-	-	-
2.17-424.10-496.00-000-00	Operating Contingency		-	-	-	-	-	-	-	-	-	-
	Total Contingency	-	-	-	-	-	-	-	-	-	-	-

Copy of Copy of Community Development budget FY 2016.17 2.17-419.10 Planning

YTD 50%	2012-13	2013-14	6/30/2015	Dec-15	6/30/16	7/31/2015	6/30/2016	6/30/2016	15/16	2016-2017	balance	
Acct No	Account Description	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget		
Planning					Projected	Cur Year	Supp #1	Supp #2	Adjusted	Proposed	0	
					Planning		6	6			p102	
	Total Resources	151,525	126,561	150,055	95,934	151,340	153,070	-	-	153,070	137,707	(15,363)
	Total Requirements	151,526	132,299	119,526	75,436	149,355	153,070	-	-	153,070	137,707	(15,363)
	Contribution To/From Fund	(1)	(5,739)	30,528	20,499	1,985	-	-	-	-	0	-

Copy of Copy of Community Development budget FY 2016.17 2.17-424.20 Building

YTD 50%	2012-13	2013-14	6/30/2015	Dec-15	6/30/16	7/31/2015	6/30/2016	6/30/2016	15/16	2016-2017	balance
0				YTD	Projected	Cur Year	Supp #1	Supp #2	Adjusted	Proposed	4,779
Acct No	Account Description	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	
Building					Building		6	6			p104
2.17-424.20-322.10-000-00	Permits - Building & Plumbing	218,254	190,803	409,164	118,841	237,683	231,518	-	231,518	250,000	18,482
2.17-424.20-380.00-000-00	Misc Revenue	-	-	-	-	-	-	-	-	-	-
2.17-424.20-391.12-000-00	Tran In - General Fund	-	-	-	-	-	-	-	-	-	-
2.17-424.20-390.88-221-00	IGS - 2.21 General Services	4,389	-	575	239	479	-	-	-	-	-
2.17-424.20-399.01-000-00	Assigned Fund Balance	3,810	-	-	-	-	37,878	-	37,878	-	(37,878)
2.17-424.20-399.03-000-00	Restricted Fund Balance	(7,620)	8,080	8,177	105,348	105,348	-	-	-	105,348	105,348
	Total Resources	218,833	198,883	417,916	224,429	343,510	269,396	-	269,396	355,348	85,952
2.17-424.20-490.00-110-00	Sal - Regular	71,648	80,681	117,801	36,374	72,748	110,045	-	110,045	120,576	10,531
2.17-424.20-490.00-120-00	Sal - Irregular	25,624	21,725	48,364	12,915	25,830	33,600	5,000	43,600	98,120	54,520
2.17-424.20-490.00-130-00	Sal - Overtime	-	-	776	-	-	-	-	-	1,000	1,000
2.17-424.20-490.00-213-00	Ben - Health Insurance	11,000	21,000	29,000	15,247	30,494	27,600	-	27,600	29,280	1,680
2.17-424.20-490.00-214-00	Ben - Life Insurance	137	137	149	54	107	181	-	181	192	11
2.17-424.20-490.00-220-00	Ben - FICA	7,393	7,914	12,381	3,704	7,409	10,989	-	10,989	16,807	5,818
2.17-424.20-490.00-230-00	Ben - PERS - County Portion	9,168	13,001	15,281	2,750	5,500	10,202	-	10,202	9,191	(1,011)
2.17-424.20-490.00-235-00	Ben - PERS - Employee Portion	4,267	6,243	-	-	-	-	-	-	-	-
2.17-424.20-490.00-260-00	Ben - Worker's Compensation	1,047	1,100	1,436	463	925	1,496	-	1,496	2,451	955
2.17-424.20-490.00-290-00	Ben - OR W/C Assessment	107	132	199	63	126	205	-	205	275	70
2.17-424.20-490.00-295-00	IGS - 3.10 Unemp Self Ins Reserv	28,312	1,762	2,168	269	1,077	1,077	-	1,077	3,295	2,218
2.17-424.20-490.00-299-00	Compensated Absences	-	-	-	-	-	-	-	-	-	-
	Total Personal Services	158,703	153,696	227,556	71,839	144,216	195,395	5,000	205,395	281,186	75,791
2.17-424.20-490.00-310-00	Pro Svcs - Training & Ed	1,053	70	1,872	750	1,500	1,000	-	1,000	4,000	3,000
2.17-424.20-490.00-341-00	Pro Svcs - Data Processing	2,997	3,147	-	-	-	-	-	-	-	-
2.17-424.20-490.00-431-01	IGS - 1.10 GF GIS Services	-	-	-	-	-	-	-	-	-	-
2.17-424.20-490.00-350-00	Pro Svcs - Surcharge Fees	17,373	15,258	29,723	9,491	18,982	37,920	(3,288)	31,344	25,000	(6,344)
2.17-424.20-490.00-390-00	Pro Svcs - Bank Fees	-	-	-	-	-	-	-	-	500	-
2.17-424.20-490.00-415-00	Util - Telephone	-	-	-	-	-	-	-	-	-	-
2.17-424.20-490.00-416-00	Util - Cellular Telephone	578	495	1,142	488	977	1,000	-	1,000	1,800	800
2.17-424.20-490.00-430-00	Rep & Maint - Equipment	-	-	-	-	-	594	(300)	(300)	(6)	106
2.17-424.20-490.00-521-00	Gen Liab Ins	835	1,121	1,369	1,699	1,699	1,206	500	2,206	1,828	7.60%
2.17-424.20-490.00-524-00	Property Insurance	140	377	510	543	543	396	300	996	570	5.00%
2.17-424.20-490.00-542-00	Advertising - Other	-	66	-	-	-	-	-	-	-	-
2.17-424.20-490.00-550-00	Copying & Printing	1,094	1,045	1,834	708	1,415	2,000	(500)	1,000	2,000	1,000
2.17-424.20-490.00-580-00	Travel - Meals & Lodging	303	23	1,919	92	184	1,000	(300)	400	2,000	1,600
2.17-424.20-490.00-581-00	IGS - Assigned Vehicles	6,327	3,227	5,428	3,030	6,061	7,000	(2,159)	2,682	7,000	4,318
2.17-424.20-490.00-582-00	IGS - Motor Pool	-	-	6	57	114	-	250	500	400	(100)
2.17-424.20-490.00-583-00	Travel - Mileage Allowance	263	118	682	138	276	700	(300)	100	700	600
2.17-424.20-490.00-595-00	Postage	386	336	405	86	172	200	-	200	200	-

Copy of Copy of Community Development budget FY 2016.17 2.17-424.20 Building

YTD 50%	2012-13	2013-14	6/30/2015	Dec-15	6/30/16	7/31/2015	6/30/2016	6/30/2016	15/16	2016-2017	balance	
0				YTD	Projected	Cur Year	Supp #1	Supp #2	Adjusted	Proposed	4,779	
Acct No	Account Description	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget		
Building					Building		6	6			p104	
2.17-424.20-490.00-600-00	Sup - Office	467	349	667	628	1,257	700	-	700	1,800	1,100	
2.17-424.20-490.00-610-00	Sup - Non-Capital Furniture		-	3,293	697	1,395	-	697	1,394	500	(894)	
2.17-424.20-490.00-615-00	Other Materials & Services	265	190	247	127	254	356	-	356	356	-	
2.17-424.20-490.00-640-00	Books & Periodicals	336	-	2,005	98	196	300	(100)	100	600	500	
2.17-424.20-490.00-650-00	Dues - Membership	270	315	400	255	510	300	-	300	700	400	
2.17-424.20-490.00-820-00	IGS - 2.20 Finance	1,337	4,331	3,754	952	3,806	3,806	-	3,806	3,806	Admin	
2.17-424.20-490.00-821-00	IGS - 2.20 Payroll/HR	1,337	2,117	2,122	474	1,895	1,895	-	1,895	1,895		
2.17-424.20-490.00-822-00	IGS - 2.20 Counsel	4,549	1,198	1,265	346	1,383	1,383	-	1,383	1,383	Services	
2.17-424.20-490.00-824-00	IGS - 2.20 Occupancy	-	3,301	3,629	1,088	4,351	4,351	-	4,351	4,351		
2.17-424.20-490.00-826-00	IGS - 2.20 Info Tech	9,987	1,362	2,417	759	3,036	3,036	-	3,036	3,036		
2.17-424.20-490.00-828-00	IGS - 2.20 BOC Office		-	1,801	658	2,631	2,631	-	2,631	2,631	IGS	
2.17-424.20-490.00-830-00	IGS - 1.11 Commissioners Fund		-	3,133	557	2,227	2,227	-	2,227	2,227		
	Total Materials & Services	49,897	38,446	69,624	23,722	54,863	74,001	(5,200)	(5,200)	63,601	69,383	5,782
2.17-424.20-490.00-742-00	Cap Outlay - Motor Vehicle			-	-	-	-	-	-	-	-	
2.17-424.20-490.00-744-01	Cap Outlay - Computer >\$7,000			-	-	-	-	-	-	-	-	
	Total Capital Outlay	-	-									
2.17-424.20-490.00-850-00	Unappropriated Balance			-	-	-	-	-	-	-	-	
	Total Unappropriated Balance	-	-									
2.17-424.20-491.01-000-00	Tran To - Administrative Svcs			-	-	-	-	-	-	-	-	
	Total Interfund Transfer	-	-									
2.17-424.20-496.00-000-00	Operati ng Contingency			-	-	-	-	-	-	-	-	
	Total Contingency	-	-									
	Total Resources	218,833	198,883	417,916	224,429	343,510	269,396	-	269,396	355,348	85,952	
	Total Requirements	208,599	192,142	297,180	95,560	199,079	269,396	(200)	(200)	268,996	81,573	
	Contribution To/From Fund	10,234	6,741	120,736	128,868	144,431	-	200	200	400	4,779	

Copy of Copy of Community Development budget FY 2016.17 2.17 Payroll 16-17

Payroll Worksheet

0

Non-represented cost of living: 0.00%
 Management cost of living: 0.00%
 Teamsters cost of living: 0.00%
 SEIU cost of living: 0.00%

Enter 0 in Allocation to remove from Budget

Position	Name	FTE	Allocation	Range	Step	W/C Class	Annual Salary	Annual Longevity	Total Salary	Health Insurance	Life Insurance	FICA	PERS Category	PERS County Portion	PERS Employee Portion	Workers' Comp	WC Tax Assessmer	Total Cost
Planning																		
Planning Director	Carolyn Johnson - Sept	1.00	44%	E14	E.5	9410	33,279	-	33,279	5,280	35	2,546	OPSRP	2,516	-	449	30	44,135
Planner	Nancy Chester - Jul	1.00	100%	U7	C.5	8810	38,028	883	38,911	12,000	79	2,977	OPSRP	2,942	-	60	64	57,033
							<u>71,307</u>		<u>72,190</u>									
On-call Office	Irregular employee	Irr		\$10.00	500	8810	5,000		5,000			383				8	17	5,407
	Overtime						500		500			38	OPSRP	38	-	1	-	577
							<u>76,807</u>	<u>883</u>	<u>77,690</u>	<u>17,280</u>	<u>113</u>	<u>5,943</u>	-	<u>5,495</u>	-	<u>518</u>	<u>111</u>	<u>107,151</u>
Building																		
Planning Director	Carolyn Johnson - Sept	1.00	44%	E14	E.5	9410	33,279	-	33,279	5,280	35	2,546	OPSRP	2,516	-	449	30	44,135
Building Official	Dan Sigvartsen - May	1.00	100%	E11	C	9410	49,032	1,161	50,193	12,000	79	3,840	OPSRP	3,795	-	678	69	70,652
Administrative Assistant	Shellie Creighton - Jan	1.00	100%	U8	A	8810	37,104		37,104	12,000	79	2,838	OPSRP	2,805	-	57	64	54,948
							<u>119,415</u>		<u>120,576</u>									
	Overtime						1,000		1,000			77	OPSRP	76	-	2	-	1,154
	Regular salaries						<u>120,415</u>		<u>121,576</u>									
Building Inspector IV	Hank Eckardt	Irr		\$35.00	960	9410	33,600		33,600			2,570		-		454	32	36,656
Building Inspector IV	open position	Irr		\$31.00	960	9410	29,760		29,760			2,277				402	32	32,470

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Economic Development Assistant - Page 1

EXEMPT: No
SALARY LEVEL: N-8
SUPERVISOR: Director of Administration for the Board
PREPARED BY: Director of Administration for the Board August 2015

POSITION SUMMARY:

Position performs a variety of administrative tasks and overall assistance on economic development projects directed by and in support of the Director of Administration's activities, marketing programs and administrative functions. Assignments are performed under general supervision of the Director of Administration for the Board.

This position is responsible for administrative work and providing assistance on economic development efforts involving business development, retention and enhancement of county wide economic development strategies & programs. This position must know the overall functions of the Board of Commissioners Office as well in that it is to serve as a 'back up' in the absence of the Administrative Assistant in the Board of Commissioners' Office. He or she will perform a variety of routine and complex administrative work.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties assigned to this classification include, but are not limited to the following:

1. Assists in the preparation of marketing, advertising, tourism, promotional, themes, logos, marketing brochures displays, visual and electronic demonstrations that promote the county's economic development goals, objectives and public relations procedures for recruiting and retaining businesses providing living wage jobs in Curry County.
2. Acts as assistant to the Director of Administration for the Board for economic & community development related duties.
3. Gathers and prepares data for studies, reports and analyses.
4. Assists in preparation of economic development reports, technical research studies, prepares statistical reports, and supporting data, for drafting or revising local legislation and plans.
5. Maintains and enhances the Economic Development web site.

JOB DESCRIPTION
JOB TITLE: Economic Development Assistant - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

6. Attends and supports continuing education seminars, committees, and conferences related to economic development.
7. Works with the Director of Administration for the Board to establish policies, special events, conferences and meetings which will enhance the rapport with and quality of life for the businesses & community.
8. Assists with grant acquisition, grant management and grant reporting.
9. Assists with management of the Brookings Airport including NOTEMS, hangar rental fees, land leases, operations, facilities, fuel, access, etc.
10. Performs special projects, and other duties as assigned by the Director of Administration for the Board.
11. Processes claims for the Director of Administration for the Board related to the economic development program.
12. Process all OLCC applications.
13. Be able to attend meetings or present information on behalf of the Director of Administration to the Board.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION:

Knowledge of -

Knowledge in the use of word processing, webpage, database and spreadsheet software.

Knowledge in performing detailed research and technical studies, and communicating the results in an effective manner.

Knowledge of social media marketing.

Ability to -

Communicate effectively in both oral and written forms.

Estimate and manage time efficiently.

Make decisions independently in accordance with established policy.

Maintain confidentiality.

Lead volunteer staff.

Courteously meet and deal effectively with other employees and the public.

Skill in -

Microsoft Office, Publisher, Excel, Word, Web and Social Media applications.

Grant writing and grant management.

JOB DESCRIPTION
JOB TITLE: Economic Development Assistant - Page 3

DESIRABLE QUALIFICATIONS:

Knowledge or experience related to County operations; experience working with the public; marketing; and community development.

SUPERVISORY CONTROLS OF THIS POSITION:

Work is performed under general direction of the Director of Administration for the Board. Recurring routine assignments are independently performed on basis of past experience. Employee receives general instructions regarding scope of and approach to projects or assignments, but procedures and problem resolution are left to the employee's discretion and interpretation. Work is reviewed periodically to ensure determinations and decisions are made in accordance with department policy and procedures.

GUIDELINES:

Work is performed within federal, state, county and departmental laws, rules, policies and procedures; software and equipment manuals, specialized dictionaries and reference materials. A considerable amount of judgment and initiative is used to interpret these guidelines.

EDUCATION AND/OR EXPERIENCE:

Associates degree and five years or more of experience in an office work environment including experience in administrative, financial, grant management and marketing functions; or any satisfactory equivalent combination of education, training and experience.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work is performed in an office environment; work is generally sedentary and requires hearing voice conversation and keyboarding, lifting up to thirty-five (35) pounds. A valid Oregon Driver license is required.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Administrative and Tourism Promotions Assistant

EXEMPT: No
UNION: No
SALARY LEVEL: N-8
SUPERVISOR: Interim Board of Commissioners Administrative Supervisor
PREPARED BY: Interim Board of Commissioners Administrative Supervisor
August 2016

POSITION SUMMARY:

Position performs a variety of administrative tasks, and overall assistance on tourism promotions projects directed by the Interim Board of Commissioners Administrative Supervisor and in support of marketing programs and administrative functions.

This position is responsible for administrative work and providing assistance on tourism promotions efforts involving tourism and visitor programs. This position must know the overall functions of the Board of Commissioners Office as well in that it is to serve as a second Administrative Assistant in the Board of Commissioners' Office. He or she will perform a variety of routine and complex administrative work.

This Administrative Assistant classification is distinguished from other administrative or executive assistant classifications by the greater degree of complexity of office and administrative duties undertaken. This position requires a superior degree of independent judgment to complete the multifaceted assignments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties assigned to this classification include, but are not limited to the following:

1. Assists in the preparation of marketing, advertising, tourism, promotional, themes, logos, electronic demonstrations that promote the county's tourism marketing goals on the Travel Curry Coast website.
2. Maintains and enhances the Travel Curry Coast web site.
3. Assist in the development of the annual tourism promotions plan.
4. Collaborate with local partners on tourism promotions.
5. Assists with grant management and grant reporting.
6. Assists with management of the Brookings Airport including NOTEMS, hangar rental fees, land leases, operations, facilities, fuel, access, etc.

JOB DESCRIPTION
JOB TITLE: Administrative and Tourism Promotions Assistant - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

7. Processes claims related to the tourism promotions program.
8. Process all OLCC applications.
9. Performs functions of the Administrative Assistant as directed.
10. Performs special projects, and other duties as assigned by the Interim Board of Commissioners Administrative Supervisor.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION:

Knowledge of -

Knowledge in the use of word processing, webpage, database and spreadsheet software.
Knowledge in performing detailed research and technical studies, and communicating the results in an effective manner.
Knowledge of social media marketing.

Ability to -

Communicate effectively in both oral and written forms.
Estimate and manage time efficiently.
Make decisions independently in accordance with established policy.
Maintain confidentiality.
Lead volunteer staff.
Courteously meet and deal effectively with other employees and the public.

Skill in -

Microsoft Office, Publisher, Excel, Word, Web and Social Media applications.
Grant writing and grant management.

DESIRABLE QUALIFICATIONS:

Knowledge or experience related to County operations; experience working with the public, and marketing development.

JOB DESCRIPTION

JOB TITLE: Administrative and Tourism Promotions Assistant - Page 3

SUPERVISORY CONTROLS OF THIS POSITION:

Work is performed under general direction of the Interim Board of Commissioners Administrative Supervisor for the Board. Recurring routine assignments are independently performed on basis of past experience. Employee receives general instructions regarding scope of and approach to projects or assignments, but procedures and problem resolution are left to the employee's discretion and interpretation. Work is reviewed periodically to ensure determinations and decisions are made in accordance with department policy and procedures.

GUIDELINES:

Work is performed within federal, state, county and departmental laws, rules, policies and procedures; software and equipment manuals, specialized dictionaries and reference materials. A considerable amount of judgment and initiative is used to interpret these guidelines.

EDUCATION AND/OR EXPERIENCE:

Associates degree and four years or more of experience in an office work environment including experience in administrative, financial, grant management and marketing functions; or any satisfactory equivalent combination of education, training and experience.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work is performed in an office environment; work is generally sedentary and requires hearing voice conversation and keyboarding, lifting up to thirty-five (35) pounds. A valid Oregon Driver license is required.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Planning Director – Community Development Department

EXEMPT: Yes
SALARY LEVEL: E-12
SUPERVISOR: Curry County Board of Commissioners
PREPARED BY: Director of Planning August 2015

POSITION SUMMARY:

The fundamental role of this position is for the implementation and administration of the long range planning; the day to day operations of the Planning Department; and serves as the administrative department head for the Community Development Department. Successful performance in this position depends as much on the incumbent's skill as an administrator as on competence as a planner. The Planning Director will consult and coordinate with other County officials as well as those from other jurisdictions, and assist developers and the public on matters pertaining to planning and land use matters. The Planning Director will collect data, edit reports and presents plans at public meetings.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Including the following, other duties may be assigned as required.

1. Supervises, directs, evaluates and coordinates staff, handles employee concerns and problems, assigns work, counsels employees and conducts disciplinary and other personnel actions.
2. Prepares and administers the Community Development Department budget; approves purchases for the Community Development Department subject to available funds; monitors expenditures for budget compliance.
3. Develops general master plan programs for overall planning operations including updates of land use, subdivision, transportation and housing studies.
4. Interprets federal, state and local regulations and ordinances. Determines regulating limitations on projects.
5. Formulates planning policy recommendations for presentation and recommendations on planning matters to County Commissioners.

JOB DESCRIPTION

JOB TITLE: Planning Director - Community Development Department - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Continued)

6. Reviews and recommends development proposals for compliance with various developmental regulations and with principles and practices of effective planning and land use; reviews and processes subdivision plats.
7. Consults with and advises developers, contractors, members of the general public, various organizations and agencies, elected officials and attorneys on planning related issues and legal matters relating to planning functions.
8. Prepares, maintains and/or oversees the preparation of required documentation including, but not limited to, budget and long-range improvement plan, administrative and special reports, ordinances and resolutions, technical study reports, maps and charts, agendas, personnel policies and procedures, employee job descriptions, routine correspondence, etc.
9. Assists with special projects and may substitute for staff in periods of temporary absence.
10. Attends meetings, seminars and training sessions as required to remain knowledgeable of departmental operations, to discuss planning related subjects and to promote improved job performance.
11. Evaluates information to determine feasibility of proposals and identifies factors requiring amendment on a frequent basis
12. Provides technical support, prepares reports, legal notices, memos, letters, etc., related to all aspects of administering land use ordinances and laws for the county and for local governments contracting planning services with the county.
13. Reviews and makes decisions on various zoning matters as provided under the county zoning ordinance.
14. Reviews and makes decisions regarding minor partitions under the county land division ordinance.
15. Acts as the administrator for the county Flood Damage Prevention Ordinance.
16. Acts as the Coastal Specialist (Coastal Management Grant Program) and point of contact with the Department of Land Conservation and Development (DLCD).

JOB DESCRIPTION

JOB TITLE: Planning Director - Community Development Department - Page 3

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

16. Participates as the chief advisor to the Curry County Planning Commission at all of its meetings.

SUPERVISION RESPONSIBILITIES:

Provides administrative supervision for all employees of the Community Development Department. Provides professional supervision within the Planning Division which includes assigning work, evaluating performance, taking disciplinary action where necessary, resolving personnel problems, hiring employees, promoting employees, scheduling leaves of absence and vacations, and the initiation of employee termination actions under county personnel rules.

QUALIFICATIONS REQUIREMENTS:

A thorough knowledge of the laws and regulations governing city and county planning including a full understanding of the principles and practices of all aspects of local government land use planning. Also must be familiar with the principles of management, personnel practices, governmental budgeting and record keeping.

Ability to perform research, compile and analyze data, prepare technical reports, and communicate effectively both verbally and in writing. Manage personnel and effectively organize tasks and work for a public service department. Establish and maintain effective working relationships with the general public and various public officials.

EDUCATION AND/OR EXPERIENCE:

Bachelor's degree in planning or a related field and three years of progressively more responsible experience in city, county or regional land use planning. Any satisfactory equivalent of experience and training will be considered which demonstrates the ability to perform the above described duties (such as authored reports, letters of commendation, theses, awards, etc.)

PHYSICAL DEMANDS:

Visual/hearing ability sufficient to comprehend written/verbal communications.

Ability to deal with stress, including making presentations in public meetings to potentially hostile audiences.

JOB DESCRIPTION

JOB TITLE: Planning Director - Community Development Department - Page 4

PHYSICAL DEMANDS: (cont.)

Ability to drive a vehicle in a variety of adverse weather conditions, occasionally for lengthy distances, or a night.

Ability to attend public meetings in the evening hours.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

Some duties of this position require field inspections in an outdoor environment and during adverse weather conditions. Field inspections may be at relatively remote sites in the county. Employee may encounter various environmental situations in performing site visits including poison ivy/oak or animals.

CURRY COUNTY JOB DESCRIPTION
JOB TITLE: Community Development Director

EXEMPT: Yes
UNION: No
SALARY LEVEL: E-14
SUPERVISOR: Curry County Board of Commissioners
PREPARED BY: Planning Director July 2016

POSITION SUMMARY:

Under the oversight of the Board of Commissioners, the Community Development Director serves as the head of the Community Development Department and plans, organizes and manages the functions, ongoing projects and day-to-day activities of the Department's Building services, Planning division permitting services and land use policies and regulations implementation, and economic development related special projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1) Consults with the Board of Commissioners to set direction for major County projects and programs to ensure compliance with County goals, needs, and applicable planning laws and economic vitality goals.
- 2) Provides updates and recommendations to the Board regarding land use or enforcement issues or controversies and important changes in state and federal laws or rules.
- 3) Advises the Board of Commissioners and Planning Commission on development projects and makes recommendations regarding amendments to County land use, transportation, environmental, economic and housing policies.
- 4) Staffs the Curry County Citizen Involvement Committee to enhance public awareness of County land use growth. Maintaining a good working relationship with local citizens and community organizations related to land use planning and economic development functions.
- 5) Prepares (or manages preparation) and maintains planning and economic development long-range plans, and agendas related to land use, transportation, housing studies and special studies, budget and long-range improvement plans, administrative and special reports, ordinances and resolutions, technical study reports, maps and charts, agendas, personnel policies and procedures, employee job descriptions, routine

correspondence, legal notices, memos, letters, etc. related to all aspects of administering land use ordinances and laws for the county.

JOB DESCRIPTION

JOB TITLE: Community Development Director - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

- 6) Works collaboratively with other County departments on a variety of projects and processes.
- 7) Interprets federal, state and local regulations and ordinances; determines regulating limitations on projects. Evaluates and makes decisions on development proposals and project feasibility subject to review of project compliance with the County zoning code, comprehensive plan, subdivision ordinance and any other applicable county, state and federal regulations
- 8) Engages in cooperative and professional interface with agencies, civic or community groups and other County departments. Advises developers, contractors, members of the general public, various organizations and agencies, elected officials and attorneys on planning related issues relating to planning functions.
- 9) Acts as the administrator for the County Flood Damage Prevention and Zoning Ordinance and the County Comprehensive Plan and the County point of contact with the Department of Land Conservation and Development (DLCD), other State agencies and local agencies and associated land use organizations, cities and special districts.
- 10) For department operation and with concurrence of the Board of Commissioners, develops, implements and maintains the Department goals, programs, policies, procedures, work priorities and personnel policies and procedures related to the Building and Planning Divisions and economic development related special projects.
- 11) Prepares and administers the Community Development Department budget and economic development budget; justifies and presents the annual budget to the County Budget Committee and the Board of Commissioners, approves purchases subject to available funds; monitors expenditures for budget compliance and presents supplemental budgets to the Board of Commissioners.
- 12) Monitors and manages fiscal operations of the department to remain within budgetary constraints. Seeks ways to deliver public services more effectively and efficiently; seeks and administers grants and other funding sources to finance public services and programs.
- 13) Attends meetings, seminars and training sessions as required to remain knowledgeable for Curry County's planning function, departmental operations and to

engage with other professionals regarding planning and economic development related subjects.

JOB DESCRIPTION

JOB TITLE: Community Development Director – Page 3

SUPERVISION RESPONSIBILITIES:

- 1) Manages and provides supervision and overall direction, coordination, and evaluation for Community Development planning staff by assigning and reviewing work.
- 2) Functional management and evaluation of Community Development building staff.
- 3) Schedules and approves time off, provides training opportunities, evaluates job performance, takes necessary disciplinary actions, hires and terminates and other personnel actions.
- 5) Management of temporary staffing during limited periods of staff absence.
- 6) Subject to Board of Commission concurrence, manages consulting services/intergovernmental agreement staff agreements and assign and reviews professional work of contract staff for quality assurance and compliance with various County policies and deadlines.

QUALIFICATIONS REQUIREMENTS:

A thorough knowledge of the laws and regulations governing Oregon county planning including a full understanding of the principles and practices of all aspects of local government land use planning. Also must be familiar with the principles of management, personnel practices, governmental budgeting and record keeping. Professional and positive demeanor. Strong facilitation skills to work with community groups, committees, commissions and the Board of Commissioners. Capacity to work under a multi-leader work environment.

Ability to perform research compiles and analyzes data, prepare technical reports, and communicate effectively both verbally and in writing. Manage personnel and effectively organize tasks and work for a public service department. Establish and maintain effective and respectful working relationships with the general public and various public officials.

EDUCATION AND/OR EXPERIENCE:

Bachelor's degree in planning or a related field and 7 years of progressively responsible experience in city, county or regional land use planning or related field.

PHYSICAL DEMANDS:

Visual/hearing ability sufficient to comprehend written/verbal communications.

Ability to deal with stress, including making presentations in public meetings to potentially hostile audiences.

Ability to drive a vehicle in a variety of adverse weather conditions, occasionally for lengthy distances, or a night.

JOB DESCRIPTION

JOB TITLE: Community Development Director – Page 4

PHYSICAL DEMANDS: (cont.)

Ability to attend public meetings in the evening hours.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

The primary duties of the position are performed in an office environment. Some duties of this position may require field inspections in an outdoor environment and during adverse weather conditions. Field inspections may be at relatively remote sites in the county. Employee may encounter various environmental situations in performing site visits including poison ivy/oak or animals.

Summer Matteson-Kinney

35% grants – Grant writing, grant management, document control, report generation and submission, closeout duties, maintaining payment systems, communications with vendors, grant administration and/or project management, grant tracking, claim processing, vendor establishment, grant compliancy, maintenance of electronic systems.

OWEB

CB RAC

MFD RAC

FAA

CDBG – H13011

CDBG – C14014

20% Airport – Issue NOTAM's, maintenance of ODA and AIRNAV websites, field citizen requests, maintain hangar lease log, update airport files with insurance, transfers of ownership, etc., hangar lease inspections, violation reporting, deposits for parking, fuel, rents, landing fees, tie down fees, claims for utilities, maintenance, services and contracts, maintenance of electronic and in house filing system, Flying Club engagement and communication, production of signage for airport, when required.

25% ED – OEM FEMA SBA Coordination, County trails system initiative, SOFAM, Bridge Bash, Fungi Fest, OLCC processing, annuals and web updates, GB Beautification, CCD, Data Fair, Port of Brookings-Harbor, County Chamber collaborative, youth collaborative/job fair, Mill Site development, DEQ, Brownfields, GB Planning Commission, Curry business resource program development, socioeconomic resiliency project, CCD enterprise zone project, , promotion and marketing of business development events in Curry County.

25% Tourism – Active participant in; Wild Rivers Coast Alliance, Wild Rivers Coast Partnership, Oregon Coast Visitors Association, Southern Oregon Visitors Association, ODMO, Travel Oregon DMO, travelcurrycoast.com maintenance, Eat Fresh and Local (grant applied for), visitor center collaboration, Cycle Oregon, ORAT tourism sustainability project, Parks acquisition and promotion, promotion and marketing of events in Curry County.

35%-Board of Commissioners

20% Brookings Airport

25% Economic Development

25% Tourism

0.00%
0.00%

2015 - 2016 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 12

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,354	52,248	25.1194	37.6791
	4,461	53,535	25.7379	38.6069
B	4,571	54,848	26.3690	39.5535
	4,685	56,214	27.0260	40.5390
C	4,798	57,581	27.6830	41.5245
	4,919	59,027	28.3785	42.5678
D	5,040	60,475	29.0743	43.6115
	5,165	61,974	29.7954	44.6931
E	5,292	63,502	30.5298	45.7947
	5,424	65,083	31.2900	46.9350
F	5,555	66,663	32.0497	48.0746

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

0.00%
0.00%

2015 - 2016 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 14

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	4,906	58,867	28.3013	42.4520
	5,028	60,340	29.0098	43.5147
B	5,151	61,814	29.7184	44.5776
	5,281	63,368	30.4655	45.6983
C	5,410	64,922	31.2124	46.8186
	5,544	66,530	31.9855	47.9783
D	5,680	68,165	32.7714	49.1571
	5,821	69,852	33.5829	50.3744
E	5,964	71,567	34.4072	51.6108
	6,114	73,362	35.2702	52.9053
F	6,261	75,131	36.1206	54.1809

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06

0.00%
0.00%

2015 - 2016 CURRY COUNTY
SALARY CONVERSION TABLE
40 HOUR WEEK
RANGE 15

STEP	MONTHLY RATE	ANNUAL SALARY	HOURLY RATE	O/T RATE
A	5,194	62,323	29.9629	44.9444
	5,323	63,877	30.7103	46.0655
B	5,453	65,432	31.4575	47.1863
	5,589	67,066	32.2431	48.3647
C	5,725	68,700	33.0290	49.5435
	5,868	70,415	33.8533	50.7800
D	6,011	72,130	34.6778	52.0167
	6,163	73,952	35.5537	53.3306
E	6,312	75,747	36.4168	54.6252
	6,471	77,649	37.3314	55.9971
F	6,627	79,525	38.2332	57.3498

<u>LONGEVITY</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
5-10 YEARS - 1.5%	58.03	696.32
10-15 YEARS - 2.5%	96.71	1,160.53
15-20 YEARS - 3.5%	135.40	1,624.74
20+ YEARS - 5.0%	193.42	2,321.06



Community Development Department Memo

Date: June 22, 2016

Prepared by: Carolyn Johnson, Planning Director

Subject: Addition of some economic development functions to the Community Development Department.

Interest has been expressed in potentially moving a number of the duties of the former Economic Development Director to the Community Development Department under my direction. This proposal could make for a good match - as shown on the attached list much of the economic development work ahead is related to the County's long range planning efforts. While I am open to new duties, economic development responsibilities would have to be balanced with my current workload to assure high quality work efforts and products. I would not need additional staff. I'm available to assist the BOC with a variety of economic development functions subject to the framework I've outlined herein.

Below is a list of duties that I could assume that would complement the long range planning work already underway:

Collaboration with Board of Commissioners on county Economic Development efforts. This task would include keeping the BOC apprised of pending opportunities and securing a "green light" with specific concurrence before spending time and effort on projects. A recent example is the Cape Blanco Airport discussion; at the June 15 BOC meeting I shared a number of other projects for assessment by the BOC that I believe have value and warrant attention (also included in the attachment)

Economic Development Administration. Preparation and administration of the Economic Development budget.

Representing the County in its Economic Development efforts. This would involve working collaboratively with other economic development agencies, referring businesses to agencies or entities that could assist with grants, funding, financing sources, and strategic planning. I could participate in other agency, civic or community groups representing the County but subject to BOC authorization. Community interface would be key, working with various community leaders and folks interested in becoming "champions" for various BOC authorized projects of interest to enhance the County's economic health.

Besides the work that can be moved to Community Development, there are other facets of the Economic Development Department that would best be handled by others. Summer Matteson has shared a task list with me of work she has been handling these past months; suggested future responsibilities for these duties by other departments and the BOC is noted below:

BOC and BOC office staff and collaboration with others.

Grants

CDBG – Headstart
CDBG – ReHome Oregon
FAA Grants

Web management

Curry Business Resource program
Travelcurrycoast.com

Licensing

OLCC – Liquor licenses
Social gaming licenses

Special events

Bridge Bash

Participation with other agencies/entities

Visitor Center
Cycle Oregon project
Southern Oregon Film and Music
EFL Travel Oregon Rural Tourism
Travel Southern Oregon
ODMO Board

Community Development and Juvenile/Parks collaboration

A cooperative effort could be considered between the Community Development Department/Planning Division (for parks planning and collaboration with state agencies) and the Parks division (park maintenance and reservations).

Juvenile Department

Juvenile youth collaborative
Outdoor school

Fungi Fest
In Tune with Trees

These tasks are youth related and could be considered for the Juvenile Department.

**ATTACHMENT
FORTHCOMING LONG RANGE PLANNING AND
ECONOMIC DEVELOPMENT PROJECTS**

Currently underway is:

- 1) Update of the County's Natural Hazards chapter of the Comprehensive Plan and its related Zoning Ordinance amendments and
- 2) Zoning Ordinance amendments to the Forest Grazing, Timber, Agriculture and Exclusive Farm Use sections to take advantage of new land uses now authorized by the State to encourage economic development. These sections will be accompanied by an update of the processing requirements for permits – some of that work has already been completed related to permit processing fees;

Other 2017/2018 Zoning Ordinance and Comprehensive Plan update work to develop new regulations to enhance development potential on “micro” communities in the county like Langlois, Nesika Beach, Agness, Harbor and others;

Current and continued assessment of the Cape Blanco Airport opportunities with the Oregon Department of Aviation and work to implement steps for economic vitality related to the airport;

Work on the identification of residentially zoned vacant property in Curry County for affordable housing and collaboration with interested property owners to market the properties to developer(s) for affordable housing;

Continue the May 2016 evaluation of County properties the Board determined to retain. It did not appear that finite conclusions were reached on fifteen (15) properties. Additionally, the Board discussed but did not appear to reach conclusions on whether to create a task force for further examination of the Brookings airport and if/how to proceed on the Floras Lake parcels discussed in April. Further work is needed in this regard;

Engagement with local and regional affordable housing agencies in the preparation of a Housing Assistance Plan for affordable housing;

Collaboration with Oregon State Parks to link and market the Oregon State Parks system and the Oregon Coast Trail together with Curry County Parks;

Identification and evaluation of private and county owned properties that could potentially accommodate large events;

Work with private landowners to engage opportunities for commercial endeavors;

Identify and work with others to assemble and implement a County marketing strategy.

**CONTRACT BETWEEN CURRY COUNTY AND
SOUTH COAST DEVELOPMENT COUNCIL**

This contract is made by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and South Coast Development Council (SCDC / Contractor).

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the services

BUSINESS AND ECONOMIC DEVELOPMENT ACTIVITIES

outlined in Exhibit "A" that is attached hereto and incorporated by reference. Scope of work also includes all provisions of any procurement documents unless expressly stated therein.

Contractor shall perform work to specifications and according to generally accepted standards in Contractor's trade or industry.

2. Performance and Payment Bond

The Board of Curry County Commissioners has specifically waived the requirement for a performance and a payment bond.

3. Completion Date

Contract term is from September 1, 2016 until August 30, 2017. Contractor shall begin work on the project immediately upon execution of this agreement by all parties.

4. Compensation Not to Exceed

Contractor agrees to perform the work called for under this contract for an amount not to exceed \$10,000 as set forth on Exhibit "A".

Contractor shall submit monthly invoices to County and County shall pay invoices within 30 days of receipt.

5. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

Neither party's employees or representatives shall be considered employees of the other

6. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279B.220 and 279B.235 that are incorporated by reference into this agreement.

7. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

8. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

9. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

10. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

///

11. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

12. Severability

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

13. Termination

County shall have the right to terminate this contract in its entirety at its convenience. County may also terminate this contract for reasons of non-appropriation of funds. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

14. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

15. Applicable Laws

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.

16. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

SIGNATURE PAGE TO FOLLOW

///

CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE,
HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT,
UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND
CONDITIONS.

CONTRACTOR

Connie L. Stopher
By (signature)

8/22/2016
Date

Connie L. Stopher
Printed Name

50 Central Ave Sk. A
Street

Cous Bay OR 97420
City State Zip Code

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form:

John R. Huttli, Curry County Legal Counsel

The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.



South Coast Development Council

Curry County Scope of Work

September 2016-August 2017

50 Central Avenue, Suite A
Coos Bay, OR 97420
541 266-9753

Purpose Statement: In an effort to provide increased business development services in Curry County, the South Coast Development Council (SCDC) has developed this Scope of Work to define activities, goals, and objectives to support business and job growth in Curry County.

SCDC will develop and execute these initiatives in partnership with Curry County.

Scope of Work:

SCDC will:

1. Establish regular hours of operation in Curry County. This will allow local business and entrepreneurs easier access to SCDC services and consultation. SCDC staff will also use these hours for direct outreach to local businesses.
2. SCDC will provide research assistance, consultation, and collaboration on Curry County efforts such as: tourism business development; vacant land reuse, development, and marketing; agriculture, forestry, fishing and food based business development; food system development; business succession planning and other economic development projects as they arise.
3. SCDC will develop an inventory of available industrial and commercial properties and assist with the marketing of those properties in collaboration with appropriate property owners. SCDC will commit to meet with and provide monthly progress updates to the Board of Commissioners and/or their designee staff.

Schedule:

SCDC will commit to provide the activities listed in the Scope of Work commencing September 2016 through August 2017.



Sponsor Investors:

Bandon Dunes Golf Resort ❖ Bay Area Hospital ❖ City of Coos Bay ❖ City of North Bend ❖ Oregon International Port of Coos Bay
❖ Coquille Economic Development Corporation ❖ Jordan Cove Energy ❖ Southwest Oregon Regional Airport ❖ Coos County

The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.



50 Central Avenue, Suite A
Coos Bay, OR 97420
541 266-9753

Project Cost:

Curry County agrees to pay SCDC ten thousand dollars (\$10,000) for the Scope of Work activities from September 2016-August 2017. This fee is inclusive of all incidental expenses that SCDC may incur while carrying out the Scope of Work tasks, including mileage and printing costs. This will allow for 200 hours of work at \$50 per/hour over the course of the contract at an average of 16 hours per month. This fee immediately upgrades Curry County in the SCDC membership benefits such as; recognition on printed materials, footers of all published documents, footer of scdcinc.org, and immediately rewarded a platinum board seat position upon receipt of payment.

Key Assumptions:

The Board of Commissioners and Curry County staff and will work cooperatively and collaboratively with SCDC.

SCDC looks forward to working closely with Curry County Staff, local businesses, and entrepreneurs to reach our mutual goals of assisting local businesses expansion, business recruitment, and entrepreneurial start-ups.

Acceptance:

SCDC will commence the Scope of Work activities on September 1, 2016 or when the agreement has been accepted by both parties. The Scope of Work may be amended by mutual agreement by both parties. The Scope of Work may be renewed or extended by mutual agreement by both parties.

Connie Stopher Date 8/22/2016 _____ Date _____

South Coast Development Council

Curry County

Connie Stopher

Commissioner Susan Brown



Sponsor Investors:

Bandon Dunes Golf Resort ❖ Bay Area Hospital ❖ City of Coos Bay ❖ City of North Bend ❖ Oregon International Port of Coos Bay
❖ Coquille Economic Development Corporation ❖ Jordan Cove Energy ❖ Southwest Oregon Regional Airport ❖ Coos County

EXHIBIT B

OREGON STATUTORY CONTRACT PROVISIONS

279B.045 Contractor warranty and covenant concerning tax law compliance.

Every public contract that is subject to this chapter must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. [2015 c.539 §3]

279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

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

AGENDA ITEM TITLE: Adopting a Position Description for a New Position - Admin & Tourism Promotions Assistant - Board of Commissioners' Office

AGENDA DATE^a: 09-07-16 **DEPARTMENT:** Commissioners **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: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 09-02-16

BRIEF BACKGROUND OR NOTE^b: Order adopts a new position description

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Order
- (2)Job Description

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:

^cNote: 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

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Administrative and Tourism Promotions Assistant

EXEMPT: No
UNION: No
SALARY LEVEL: N-8
SUPERVISOR: Interim Board of Commissioners Administrative Supervisor
PREPARED BY: Interim Board of Commissioners Administrative Supervisor

August 2016

POSITION SUMMARY:

Position performs a variety of administrative tasks, and overall assistance on tourism promotions projects directed by the Interim Board of Commissioners Administrative Supervisor and in support of marketing programs and administrative functions.

This position is responsible for administrative work and providing assistance on tourism promotions efforts involving tourism and visitor programs. This position must know the overall functions of the Board of Commissioners Office as well in that it is to serve as a second Administrative Assistant in the Board of Commissioners' Office. He or she will perform a variety of routine and complex administrative work.

This Administrative Assistant classification is distinguished from other administrative or executive assistant classifications by the greater degree of complexity of office and administrative duties undertaken. This position requires a superior degree of independent judgment to complete the multifaceted assignments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties assigned to this classification include, but are not limited to the following:

1. Assists in the preparation of marketing, advertising, tourism, promotional, themes, logos, electronic demonstrations that promote the county's tourism marketing goals on the Travel Curry Coast website.
2. Maintains and enhances the Travel Curry Coast website.
3. Assists in the development of the annual tourism promotions plan.
4. Collaborates with local partners on tourism promotions.
5. Assists with grant management and grant reporting.
6. Assists with management of the Brookings Airport including NOTEMS, hangar rental fees, land leases, operations, facilities, fuel, access, etc.

JOB DESCRIPTION

JOB TITLE: Administrative and Tourism Promotions Assistant - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

7. Processes claims related to the tourism promotions program.
8. Processes all OLCC applications.
9. Performs functions of the Administrative Assistant as directed.
10. Performs special projects, and other duties as assigned by the Interim Board of Commissioners Administrative Supervisor.

KNOWLEDGE, SKILL AND ABILITY REQUIRED BY THIS POSITION:

Knowledge of -

Knowledge in the use of word processing, webpage, database and spreadsheet software.

Knowledge in performing detailed research and technical studies, and communicating the results in an effective manner.

Knowledge of social media marketing.

Ability to -

Communicate effectively in both oral and written forms.

Estimate and manage time efficiently.

Make decisions independently in accordance with established policy.

Maintain confidentiality.

Lead volunteer staff.

Courteously meet and deal effectively with other employees and the public.

Skill in -

Microsoft Office, Publisher, Excel, Word, Web and Social Media applications.

Grant writing and grant management.

DESIRABLE QUALIFICATIONS:

Knowledge or experience related to County operations; experience working with the public, and marketing development.

JOB DESCRIPTION

JOB TITLE: Administrative and Tourism Promotions Assistant - Page 3

SUPERVISORY CONTROLS OF THIS POSITION:

Work is performed under general direction of the Interim Board of Commissioners Administrative Supervisor for the Board. Recurring routine assignments are independently performed on basis of past experience. Employee receives general instructions regarding scope of and approach to projects or assignments, but procedures and problem resolution are left to the employee's discretion and

interpretation. Work is reviewed periodically to ensure determinations and decisions are made in accordance with department policy and procedures.

GUIDELINES:

Work is performed within federal, state, county and departmental laws, rules, policies and procedures; software and equipment manuals, specialized dictionaries and reference materials. A considerable amount of judgment and initiative is used to interpret these guidelines.

EDUCATION AND/OR EXPERIENCE:

Associates degree and four years or more of experience in an office work environment including experience in administrative, financial, grant management and marketing functions; or any satisfactory equivalent combination of education, training and experience.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work is performed in an office environment; work is generally sedentary and requires hearing voice conversation and keyboarding, lifting up to thirty-five (35) pounds. A valid Oregon Driver license is required.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

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

**IN THE MATTER OF ADOPTING A)
POSITION DESCRIPTION FOR A)
NEW POSITION)**

ORDER_____

WHEREAS, it is the recommendation of Susan Brown, Commissioner, that attached position description be adopted for the following position:

Administrative and Tourism Promotions Assist.	N-8
Position Title	Range

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of September 07, 2016.

Dated this 07 day of September, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
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: Order Transferring Employee Matteson-Kinney to Administrative and Tourism Assistant, Board of Commissioners' Office

AGENDA DATE^a: 09-07-16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 09-02-16

BRIEF BACKGROUND OR NOTE^b: Transfers Employee

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (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:

^cNote: 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

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

**IN THE MATTER OF THE TRANSFER)
OF AN EMPLOYEE)**

ORDER NO:_____

WHEREAS, it is the recommendation of Susan Brown, Commissioner, that Summer Matteson-Kinney, currently an Economic Development Assistant, be transferred to the position of Administrative and Tourism Assistant, at Salary Range N-8, Step B, at \$3360 per month.

The job description for the new position is attached hereto and incorporated by reference.

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of September 7, 2016.

Dated this ____ day of _____, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Huttl
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: Order Adopting a Position Description for a New Position

AGENDA DATE^a: 09-07-16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 09-02-16

BRIEF BACKGROUND OR NOTE^b: Adopting a Position Description for a new Position

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Order

- (1)Order
- (2)Job Description

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:

***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

CURRY COUNTY JOB DESCRIPTION
JOB TITLE: Community Development Director

EXEMPT: Yes
UNION: No
SALARY LEVEL: E-14
SUPERVISOR: Curry County Board of Commissioners
PREPARED BY: Planning Director July 2016

POSITION SUMMARY:

Under the oversight of the Board of Commissioners, the Community Development Director serves as the head of the Community Development Department and plans, organizes and manages the functions, ongoing projects and day-to-day activities of the Department's Building services, Planning division permitting services and land use policies and regulations implementation, and economic development related special projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1) Consults with the Board of Commissioners to set direction for major County projects and programs to ensure compliance with County goals, needs, and applicable planning laws and economic vitality goals.
- 2) Provides updates and recommendations to the Board regarding land use or enforcement issues or controversies and important changes in state and federal laws or rules.
- 3) Advises the Board of Commissioners and Planning Commission on development projects and makes recommendations regarding amendments to County land use, transportation, environmental, economic and housing policies.
- 4) Staffs the Curry County Citizen Involvement Committee to enhance public awareness of County land use growth. Maintaining a good working relationship with local citizens and community organizations related to land use planning and economic development functions.
- 5) Prepares (or manages preparation) and maintains planning and economic development long-range plans, and agendas related to land use, transportation, housing studies and special studies, budget and long-range improvement plans, administrative and special reports, ordinances and resolutions, technical study reports, maps and charts, agendas, personnel policies and procedures, employee job descriptions, routine correspondence, legal notices, memos, letters, etc. related to all aspects of administering land use ordinances and laws for the county.

JOB DESCRIPTION

JOB TITLE: Community Development Director - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

- 6) Works collaboratively with other County departments on a variety of projects and processes.
- 7) Interprets federal, state and local regulations and ordinances; determines regulating limitations on projects. Evaluates and makes decisions on development proposals and project feasibility subject to review of project compliance with the County zoning code, comprehensive plan, subdivision ordinance and any other applicable county, state and federal regulations
- 8) Engages in cooperative and professional interface with agencies, civic or community groups and other County departments. Advises developers, contractors, members of the general public, various organizations and agencies, elected officials and attorneys on planning related issues relating to planning functions.
- 9) Acts as the administrator for the County Flood Damage Prevention and Zoning Ordinance and the County Comprehensive Plan and the County point of contact with the Department of Land Conservation and Development (DLCD), other State agencies and local agencies and associated land use organizations, cities and special districts.
- 10) For department operation and with concurrence of the Board of Commissioners, develops, implements and maintains the Department goals, programs, policies, procedures, work priorities and personnel policies and procedures related to the Building and Planning Divisions and economic development related special projects.
- 11) Prepares and administers the Community Development Department budget and economic development budget; justifies and presents the annual budget to the County Budget Committee and the Board of Commissioners, approves purchases subject to available funds; monitors expenditures for budget compliance and presents supplemental budgets to the Board of Commissioners.
- 12) Monitors and manages fiscal operations of the department to remain within budgetary constraints. Seeks ways to deliver public services more effectively and efficiently; seeks and administers grants and other funding sources to finance public services and programs.
- 13) Attends meetings, seminars and training sessions as required to remain knowledgeable for Curry County's planning function, departmental operations and to engage with other professionals regarding planning and economic development related subjects.

JOB DESCRIPTION

SUPERVISION RESPONSIBILITIES:

- 1) Manages and provides supervision and overall direction, coordination, and evaluation for Community Development planning staff by assigning and reviewing work.
- 2) Functional management and evaluation of Community Development building staff.
- 3) Schedules and approves time off, provides training opportunities, evaluates job performance, takes necessary disciplinary actions, hires and terminates and other personnel actions.
- 5) Management of temporary staffing during limited periods of staff absence.
- 6) Subject to Board of Commission concurrence, manages consulting services/intergovernmental agreement staff agreements and assign and reviews professional work of contract staff for quality assurance and compliance with various County policies and deadlines.

QUALIFICATIONS REQUIREMENTS:

A thorough knowledge of the laws and regulations governing Oregon county planning including a full understanding of the principles and practices of all aspects of local government land use planning. Also must be familiar with the principles of management, personnel practices, governmental budgeting and record keeping. Professional and positive demeanor. Strong facilitation skills to work with community groups, committees, commissions and the Board of Commissioners. Capacity to work under a multi-leader work environment.

Ability to perform research compile and analyze data, prepare technical reports, and communicate effectively both verbally and in writing. Manage personnel and effectively organize tasks and work for a public service department. Establish and maintain effective and respectful working relationships with the general public and various public officials.

EDUCATION AND/OR EXPERIENCE:

Bachelor's degree in planning or a related field and 7 years of progressively responsible experience in city, county or regional land use planning or related field.

PHYSICAL DEMANDS:

Visual/hearing ability sufficient to comprehend written/verbal communications.

Ability to deal with stress, including making presentations in public meetings to potentially hostile audiences.

Ability to drive a vehicle in a variety of adverse weather conditions, occasionally for lengthy distances, or at night.

JOB DESCRIPTION

JOB TITLE: Community Development Director – Page 4

PHYSICAL DEMANDS: (cont.)

Ability to attend public meetings in the evening hours.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

The primary duties of the position are performed in an office environment. Some duties of this position may require field inspections in an outdoor environment and during adverse weather conditions. Field inspections may be at relatively remote sites in the county. Employee may encounter various environmental situations in performing site visits including poison ivy/oak or animals.

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: Order Reclassifying a Position - Community Development Director

AGENDA DATE^a: 09-07-16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 5 min

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

CONTACT PERSON: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 09-02-16

BRIEF BACKGROUND OR NOTE^b: Adopting an Order Reclassifying Carole Johnson from Planning Director to Community Development Director

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Order
- (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:

^cNote: 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

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

**IN THE MATTER THE RECLASSIFICATION)
OF A POSITION)**

ORDER NO: _____

WHEREAS, it is the recommendation of Susan Brown, Commissioner, that the position of Planning Director, Salary Range E-12, Step E.5, at \$5424 per month and currently filled by Carole M. Johnson, be re-classified as Community Development Director, Salary Range E-15, Step D.5, at \$6163 per month.

The job description for this position is attached hereto and incorporated by reference.

WHEREAS, the Board of Commissioners of Curry County, a political subdivision of the State of Oregon, is in agreement with the above stated recommendation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of September 7, 2016.

DATED this ____ day of _____ 20__.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
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: Contract Between Curry County and South Coast Development Council (SCDC)

AGENDA DATE^a: 09-07-16 **DEPARTMENT:** Commissioners **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: S. Brown **PHONE/EXT:** 3296 **TODAY'S DATE:** 09-02-16

BRIEF BACKGROUND OR NOTE^b: Contract with SCDC to provide increased business development in Curry County

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Contract

(1)Contract

(2)Scope of Work (Exhibit A) and Exhibit B

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: SCDC

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

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) Contract is legal and binding

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

**CONTRACT BETWEEN CURRY COUNTY AND
SOUTH COAST DEVELOPMENT COUNCIL**

This contract is made by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and South Coast Development Council (SCDC / Contractor).

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the services

BUSINESS AND ECONOMIC DEVELOPMENT ACTIVITIES

outlined in Exhibit "A" that is attached hereto and incorporated by reference. Scope of work also includes all provisions of any procurement documents unless expressly stated therein.

Contractor shall perform work to specifications and according to generally accepted standards in Contractor's trade or industry.

2. Performance and Payment Bond

The Board of Curry County Commissioners has specifically waived the requirement for a performance and a payment bond.

3. Completion Date

Contract term is from September 1, 2016 until August 30, 2017. Contractor shall begin work on the project immediately upon execution of this agreement by all parties.

4. Compensation Not to Exceed

Contractor agrees to perform the work called for under this contract for an amount not to exceed \$10,000 as set forth on Exhibit "A".

Contractor shall submit monthly invoices to County and County shall pay invoices within 30 days of receipt.

5. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

Neither party's employees or representatives shall be considered employees of the other

6. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279B.220 and 279B.235 that are incorporated by reference into this agreement.

7. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

8. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

9. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

10. Insurance

Contractor shall provide the following insurance in connection with the project:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$2,000,000
C. Automobile Liability	\$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

///

11. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

12. Severability

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

13. Termination

County shall have the right to terminate this contract in its entirety at its convenience. County may also terminate this contract for reasons of non-appropriation of funds. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

14. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

15. Applicable Laws

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.

16. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

SIGNATURE PAGE TO FOLLOW

///

CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE,
HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT,
UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND
CONDITIONS.

CONTRACTOR

Connie L. Stopher
By (signature)

8/02/2016
Date

Connie L. Stopher
Printed Name

50 Central Ave Sk. A
Street

Cous Bay OR 97420
City State Zip Code

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form:

John R. Huttel, Curry County Legal Counsel

EXHIBIT "A"

The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.



South Coast Development Council

Curry County Scope of Work

September 2016-August 2017

50 Central Avenue, Suite A
Coos Bay, OR 97420
541 266-9753

Purpose Statement: In an effort to provide increased business development services in Curry County, the South Coast Development Council (SCDC) has developed this Scope of Work to define activities, goals, and objectives to support business and job growth in Curry County.

SCDC will develop and execute these initiatives in partnership with Curry County.

Scope of Work:

SCDC will:

1. Establish regular hours of operation in Curry County. This will allow local business and entrepreneurs easier access to SCDC services and consultation. SCDC staff will also use these hours for direct outreach to local businesses.
2. SCDC will provide research assistance, consultation, and collaboration on Curry County efforts such as: tourism business development; vacant land reuse, development, and marketing; agriculture, forestry, fishing and food based business development; food system development; business succession planning and other economic development projects as they arise.
3. SCDC will develop an inventory of available industrial and commercial properties and assist with the marketing of those properties in collaboration with appropriate property owners. SCDC will commit to meet with and provide monthly progress updates to the Board of Commissioners and/or their designee staff.

Schedule:

SCDC will commit to provide the activities listed in the Scope of Work commencing September 2016 through August 2017.



Sponsor Investors:

Bandon Dunes Golf Resort ❖ Bay Area Hospital ❖ City of Coos Bay ❖ City of North Bend ❖ Oregon International Port of Coos Bay
❖ Coquille Economic Development Corporation ❖ Jordan Cove Energy ❖ Southwest Oregon Regional Airport ❖ Coos County

The South Coast Development Council's mission is to promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast.



50 Central Avenue, Suite A
Coos Bay, OR 97420
541 266-9753

Project Cost:

Curry County agrees to pay SCDC ten thousand dollars (\$10,000) for the Scope of Work activities from September 2016-August 2017. This fee is inclusive of all incidental expenses that SCDC may incur while carrying out the Scope of Work tasks, including mileage and printing costs. This will allow for 200 hours of work at \$50 per/hour over the course of the contract at an average of 16 hours per month. This fee immediately upgrades Curry County in the SCDC membership benefits such as; recognition on printed materials, footers of all published documents, footer of sdcinc.org, and immediately rewarded a platinum board seat position upon receipt of payment.

Key Assumptions:

The Board of Commissioners and Curry County staff and will work cooperatively and collaboratively with SCDC.

SCDC looks forward to working closely with Curry County Staff, local businesses, and entrepreneurs to reach our mutual goals of assisting local businesses expansion, business recruitment, and entrepreneurial start-ups.

Acceptance:

SCDC will commence the Scope of Work activities on September 1, 2016 or when the agreement has been accepted by both parties. The Scope of Work may be amended by mutual agreement by both parties. The Scope of Work may be renewed or extended by mutual agreement by both parties.

Connie L Stopher Date 8/22/2016 _____ Date _____

South Coast Development Council

Curry County

Connie Stopher

Commissioner Susan Brown



Sponsor Investors:

Bandon Dunes Golf Resort ❖ Bay Area Hospital ❖ City of Coos Bay ❖ City of North Bend ❖ Oregon International Port of Coos Bay
❖ Coquille Economic Development Corporation ❖ Jordan Cove Energy ❖ Southwest Oregon Regional Airport ❖ Coos County

EXHIBIT B

OREGON STATUTORY CONTRACT PROVISIONS

279B.045 Contractor warranty and covenant concerning tax law compliance.

Every public contract that is subject to this chapter must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. [2015 c.539 §3]

279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

**CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1**

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

AGENDA ITEM TITLE: Board Action to authorize a CCD application to Business Oregon to create a Curry County Enterprise Zone.

AGENDA DATE^a: September 7, 2016 **SUBMITTING DEPARTMENT:** Com Dev

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

CONTACT PERSON: Carolyn Johnson, Planning Director **PHONE/EXT:** 541-247-3228 **TODAY'S DATE:** August 31, 2016

BRIEF BACKGROUND OR NOTE^b: The State of Oregon Enterprise Zone Program offers an economic development incentive for non-retail businesses in the form of relief from property tax for a period of time. The Board should consider authorizing CCD's preparation of an Enterprise Zone application to enable any new non-retail businesses entities coming to Curry County an opportunity to take advantage of the Enterprise Zone incentive. An Order authorizing CCD to prepare the application for a County Enterprise Zone is attached with the staff report.

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE: Memorandum**

(1)staff report and 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

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 541-247-3228

Due date to send: / /

Email: Johnsonc@co.curry.or.us

^cNote: 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: New Business

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

(If Yes, brief detail) Board Direction for future action

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



BOARD OF COMMISSION AGENDA REPORT

Meeting Date: September 7, 2016

Prepared by: Carolyn Johnson, Planning Director

Subject: Board Action to authorize a CCD application to Business Oregon to create a Curry County Enterprise Zone.

Recommendation: Authorize by order CCD Business Development Corporation preparation of an application to Business Oregon for a Curry County Enterprise Zone.

Summary:

As Curry County seeks to identify incentives for businesses to locate in the County, a look toward the State of Oregon Enterprise Zone Program should be examined. According to the Business Oregon website, the Standard Enterprise Zone Program¹, in exchange for investing and hiring in an enterprise zone, enables non-retail businesses receive exemption from local property taxes on new plant and equipment for at least three years (but up to five years).² This exemption could certainly be considered an economic development incentive for non-retail businesses bringing new jobs into the County's commercial and industrial areas.

With the Board's authorization, the application to create an Enterprise Zone would be prepared by CCD Business Development Corporation. CCD has previously been contracted with the County as an Enterprise Zone Manager. While CCD would prepare the application, County staff would collect and record the legal descriptions of each of the commercial and industrial properties in the County outside the city limits for use in the application. Additionally, mapping of the area would also be completed by County staff. To date staff has identified the County's commercial and industrial property. Should the Board concur to authorize CCD to prepare the Enterprise Zone application, staff work as noted above would commence to assist in CCD application efforts. Upon application completion, BOC will be asked to authorize the application submittal to Business Oregon.

¹ <http://www.oregon4biz.com/Oregon-Business/Tax-Incentives/Enterprise-Zones/>

² Additionally, with a Construction-In-Process Enterprise Zone Exemption, for up to two years before qualified property is placed in service, it can be exempt from local taxes, which can cover more property than the regular exemption for commercial facilities under construction.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an)
Order Authorizing)
CCD Development) ORDER NO. _____
Corporation Preparation)
of an Application for an)
Curry County Enterprise Zone)

WHEREAS, CCD Business Development is contracted with Curry County to act as the County's agent to apply for an Enterprise zone; and

WHEREAS, the Board recognizes the potential value of the establishment of a Curry County Enterprise Zone as an economic incentive for future businesses to locate in Curry County.

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that CCD Development Corporation prepare a Curry County Enterprise Zone application.

DATED this 7th day of September, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Thomas Huxley, Chair

John Hutt
Curry County Legal Counsel

Susan Brown, Vice Chair

David Brock Smith, Commissioner