



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, November 16, 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

- a. There is an open position on the Coo-Curry Housing Authority for a Curry County resident. Interested parties should submit a completed application to the Board of Commissioners Office.
- b. There are open positions for the Ambulance Area Advisory Committee. Interested parties should submit a completed application to the Board of Commissioners Office.
- c. There are open positions on the Solid Waste Advisory Committee. Interested parties should submit a completed application to the Board of Commissioners Office.

5. PUBLIC COMMENTS

6. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

- a. Agreement for Equipment Repair & Maintenance Services with Cedar Valley North Bank Fire Department – Roads (2min)
- b. Quit Claim from County to Margaret Reagan & Mark Furler – Counsel (5min)
- c. Appointment of T. Smith to Curry County Safety Committee – Counsel (2min)
- d. Reclassification of Veterans Services Officer – Commissioner Brown (10min)
- e. Purchase Agreement Component II- TelVue Equipment and Program - Government Cable Channel RFP – Commissioner Huxley (15min)
- f. Homeland Security Grant for Emergency Operations Center (EOC) Move and Asset Protection Project Phase 2 – Emergency Services (4min)

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.

7. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

- a. Resolution Authorizing Expenditures for the Homeland Security Grant for Curry County Emergency Operations Center (EOC) Move and Asset Protection Phase 2 – Emergency Services (3min)
- b. Second Reading – Ordinance Adding a New Article Eleven Division Seventeen Administered by the County Surveyor to Establish Standards and Requirements for the Review and Approval of Survey Maps, Partition Plats, Condominium Plats, Subdivision Plats, and Property Line Adjustments – Surveyor (10min)

8. NEW BUSINESS

9. OLD BUSINESS

10. PRESENTATIONS TO THE BOARD

11. CONSENT CALENDAR

12. COMMISSIONER UPDATES/ LIAISON & DEPARTMENT ACTIVITY REPORTS

- a. Community Development October Activity Report
- b. SCDC November 2016 Curry Report

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: Agreement - Equipment Repair & Maintenance Services with Cedar Valley North Bank Fire Department

AGENDA DATE^a: 11/16/2016 **DEPARTMENT:** Roads **TIME NEEDED:** 2min.

^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:** 11/8/2016

BRIEF BACKGROUND OR NOTE^b: This Agreement is with the Cedar Valley North Bank Fire Department for the County to provide repair and preventative maintenance services on the District's Equipment. Repairs shall occur at County's Road Department facility at Hunter Creek Road in Gold Beach. County will perform repairs and services at its current rate of \$60.00/Hr. in the shop and \$84.00/Hr. in the field.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

(1)Intergovernmental 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: Road Dept.

Send Printed Copy to:

Address: 28425 Hunter Creek Rd.

Email a Digital Copy to:

City/State/Zip: Gold Beach, OR 97444

Other

Phone:

Due date to send: 6 /10 / 2016

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) Contract agreement

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
Equipment Repair & Maintenance Services
Curry County

THIS AGREEMENT is made and entered into by and between CURRY COUNTY, a political subdivision of the State of Oregon, acting by and through its Road Department, hereinafter referred to as “County”; and Cedar Valley North Bank Fire Department, a special district in the State of Oregon, hereinafter referred to as “District”, collectively referred to as the “Parties”.

RECITALS

1. By the authority granted in ORS 190.010, a unit of local government may enter into a written agreement with any other unit 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.

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. Under such authority, District wishes to retain the services of County to perform equipment repair and maintenance services under the terms and conditions described in “Exhibit A”, attached hereto and by this reference made a part hereof.
2. The term of this agreement shall begin on the date all required signatures are obtained. This agreement shall remain in place unless cancelled by either Party.
3. This Agreement may be modified by mutual consent of both Parties and upon execution of an amendment to this Agreement, stating said modifications.

COUNTY OBLIGATIONS

1. County shall perform the work described in Exhibit A on an as-needed basis, as requested by District’s Supervisor of Operations or assigned designee.
2. In the event County determines that it is unable to reasonably perform equipment repair and service work on a specific request, County shall inform District’s Supervisor of Operations or approved designee.
3. County shall present invoices for 100 percent of actual costs incurred by County on behalf of the work performed for District. Invoices shall be

presented for periods of not less than one-month duration, based on actual expenses incurred in accordance with Exhibit A.

4. County 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.230, 279B.235 and 279B.270 incorporated herein by reference and made a part thereof; 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.
5. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs 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.
6. All employers, including County, 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. County shall ensure that each of its subcontractors complies with these requirements.

DISTRICT OBLIGATIONS

1. District certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement with District's current appropriation or limitation of the current budget.
2. On an as-needed basis, District Supervisor of Operations or assigned designee shall initiate requests for equipment repair and services.
3. District's contact, address and phone number are Wade Hooey, Fire Chief, Cedar Valley North Bank Fire Department, Po. Box 301, Gold Beach, OR 97444; 541-698-6237. If contact changes District shall notify County.

GENERAL PROVISIONS

1. This Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

EXHIBIT A
EQUIPMENT REPAIR & SERVICES

1. Upon request from the District, County shall provide repair and preventative maintenance services on District equipment and vehicles. Said repairs shall occur at County's repair facility located at 28425 Hunter Creek Road, Gold Beach, OR 97444.
2. County shall perform preventative maintenance and repair on District equipment and vehicles in accordance with industry standards.
3. County reserves the right to refuse to perform requested equipment repairs and services, as described in Paragraphs 1 and 2 above, when County deems said work is unable to be reasonably performed. In the event County determines that it is unable to reasonably perform said work, County shall inform District's Supervisor of Operations or assigned designee, within 48 hours of the request for the work.

COMPENSATION

Terms of this Agreement include payment from District to County for services rendered on the following basis:

1. County shall perform equipment and vehicle repair services at its current shop labor rate. The current rate is Sixty Dollars (\$60.00) per hour for services performed in the shop and the rate for field repairs is Eighty-four Dollars (\$84.00) per hour. The rate is adjusted annually on July 1st. Parts shall be billed at actual cost.
2. Subcontracted repair costs shall be actual, plus direct labor costs for transportation to and from the vendor.

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: Quitclaim Deed from County to Margaret Reagan & Mark Furler

AGENDA DATE^a: 11-16-2016 **DEPARTMENT:** Counsel **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: J. Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 11-2-16

BRIEF BACKGROUND OR NOTE^b: County has an Easement for Reservations to build roads over and across the property, recorded 9-12-1945. This quitclaim releases that Easement.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Deed

- (1)Quitclaim Deed
- (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: Margaret Reagan

Send Printed Copy to:

Address: 97305 Signal Butte Rd.

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) Releases Easement Reservation by County in form of Quitclaim Deed

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

**After Recording Return to and
Send Tax Statements to:**

Margaret Reagan & Mark R. Furler
97305 Signal Butte
Gold Beach, Oregon 97444

GRANTOR'S Name and Address:

Curry County, a Political Subdivision of
the State of Oregon
94235 Moore Street, Suite 123
Gold Beach, OR 97444

GRANTEE'S Name and Address:

Margaret Reagan & Mark R. Furler
97305 Signal Butte
Gold Beach, Oregon, 97444

Quitclaim Deed

Curry County, Oregon, a Political Subdivision of the State of Oregon, hereinafter called GRANTOR, in consideration of zero dollars and other good and valuable consideration, do hereby remise, release and forever quitclaim unto them, and unto GRANTEE'S heirs and assigns, GRANTOR'S easement for reservations by Curry County giving the county the right to build roads over and across the land as set forth in Deed Volume 29 Page 595 in Curry County, Oregon situated in the Northeast ¼ of the Northeast ¼ of Section Thirty-Six (36), Township Thirty-Six (36) South Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon.

Dated this _____ day of November, 2016.

FOR: CURRY COUNTY:

Thomas Huxley, Chair, Board of Commissioners

Susan Brown, Vice Chair, Board of Commissioners

David Brock Smith, Commissioner

STATE OF OREGON)
) ss
County of Curry)

This instrument was acknowledged before me on _____,
by _____.

Notary Public of Oregon

My commission expires: _____

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: Appointment of T. Smith to Curry County Safety Committee

AGENDA DATE^a: 11-16-16 **DEPARTMENT:** Counsel **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: J. Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 11-09-16

BRIEF BACKGROUND OR NOTE^b: This Appointment is for Employee Representation on the Safety Committee

^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: **Appointments**

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Fulfills statutory requirement for Safety Committee employee membership

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



Application for Volunteer Boards, Commissions, Councils, Committees or Task Forces

Board of Curry County Commissioners
94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone: 541-247-3296 Fax: 541-247-2718 Email: BOC_Office@co.curry.or.us

Please complete both sides of this form. Information submitted as part of this application is available and shall be considered public information as it pertains to Oregon Public Records.

NOTE: A separate application may be required for each Board, Commission, Council, Committee or Task Force for which you are applying.

Please print or type clearly

Name: TIMOTHY SMITH Date: 11/4/16

Please indicate which Board, Commission, Council, Committee or Task Force on which you are interested in serving.

<input type="checkbox"/> Ambulance Service Area Advisory Committee	<input type="checkbox"/> Fair Board
<input type="checkbox"/> Board of Property Tax Appeals	<input type="checkbox"/> Farm Board of Review
<input type="checkbox"/> Brookings Airport Advisory Committee	<input type="checkbox"/> Local Public Safety Coordinating Council
<input type="checkbox"/> Budget Committee	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Building Codes Appeal Board	<input type="checkbox"/> Public Services Financial Advisory Committee
<input type="checkbox"/> CCD Business Development Corporation	<input type="checkbox"/> RSVP Advisory Board
<input type="checkbox"/> Citizen Involvement Committee	<input type="checkbox"/> Solid Waste Advisory Committee
<input type="checkbox"/> Compensation Board	<input type="checkbox"/> Veteran's Advisory Council
<input type="checkbox"/> Coos Curry Housing Authority	
<input checked="" type="checkbox"/> Other <u>Safety Committee</u>	

Are you currently serving on a Board, Commission, Council, Committee or Task Force for Curry County?

Yes No If Yes, list which committee(s):

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? N/A

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? The Safety of my fellow citizens and employees.

Describe your previous experience in this appointed position or a similar position: In College I

Served as Secretary for my school's Mock Trial Club

Other volunteer activities:

Does your schedule allow you to attend daytime meetings? Yes No

Does your schedule allow you to attend evening meetings? Yes No

Does your schedule limit the days you could attend meetings? Yes No

If Yes, please explain

Have you ever been convicted of a crime? Yes No

If Yes, please explain

Kevin Smith

11/4/16

Signature

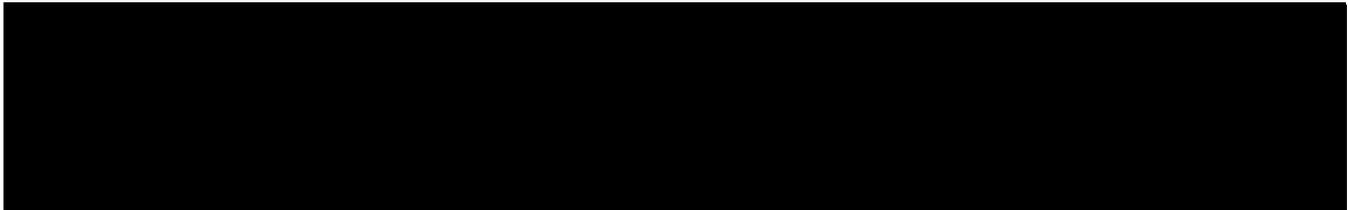
Date

My signature above indicates my desire to serve Curry County in a voluntary capacity as a member of one of its Boards, Commissions, Councils, Committees or Task Forces. I understand that there is no financial compensation for serving.

Thank you for your application.

Please return your completed application to the Curry County Commissioners' Office at the address or email listed on page one of this form or you may submit your application on the county's website at www.co.curry.or.us.

Per HB3557 the following can only be disclosed to the public following a public record request that shows clear and convincing evidence that the public interest requires disclosure.



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

In the Matter of Appointment)
To the Curry County Safety)
Committee)

ORDER NO. _____

WHEREAS, a vacancy is open for a volunteer employee representative on the Curry County Safety Committee; and

WHEREAS, Timothy Smith has agreed to serve as a volunteer employee representative to the Curry County Safety Committee;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS AS FOLLOWS:

That Timothy Smith is appointed as volunteer employee representative to the Curry County Safety Committee with term to expire on November 30, 2018.

DATED this 16th day of November, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John Hutt
Curry County Legal Counsel

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: Reclassification of Veterans Services Officer

AGENDA DATE^a: 11/16/16 **DEPARTMENT:** Commissioners **TIME NEEDED:** 10 minutes

^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:** 3296 **TODAY'S DATE:** 11/7/16

BRIEF BACKGROUND OR NOTE^b: This would change the status of the Veterans Services Officer job description from Exempt to Non-exempt status to comply with the new FLSA effective December 1, 2016.

^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) As non-exempt could incur overtime
2. Does this agenda item impact any other County department? Yes No
(If Yes, brief detail) Veterans Services
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

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

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Administrative Actions**

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

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: Veterans' Services Officer

EXEMPT:	Yes	
SALARY LEVEL:	N-8	
SUPERVISOR:	Curry County Board of Commissioners	
PREPARED BY:	Payroll & Personnel	December 2016

POSITION SUMMARY:

An employee in this class is responsible for advising veterans and their dependents of the various types of benefits that are available to them, and assisting them in applying for those benefits. Work is performed under the direction of the County Board of Commissioners, however, considerable procedural guidelines are provided by the Veteran's Services Division, State Department of Veterans' Affairs and Federal Veterans' Affairs.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Any single position of a class will not necessarily involve all of the duties listed, and many positions will involve duties which are not listed:

1. Counsels, advises and assists veterans and their dependents in obtaining benefits provided for them by county, state and federal law.
2. Conducts interviews of veterans or their dependents and advises them of their rights under veterans benefits acts and other relevant legislation.
3. Provides assistance to veterans and dependents in applying for educational benefits, home loans, insurance and other related benefits.
4. Reviews and files claims for benefits.
5. Maintains records on active claims and completes quarterly activity reports.
6. Interacts with local agencies to insure service to veterans.
7. Arranges transportation for veterans to various VA medical facilities as necessary.
8. Disseminates general information pertaining to veterans benefits which may include speaking before interested groups.
13. Other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

None.

JOB DESCRIPTION
JOB TITLE: Veterans' Services Officer - Page 2

DESIRABLE QUALIFICATIONS:

Knowledge of -

Current federal and state legislation pertaining to benefits for veterans and their dependents.
Programs and activities of agencies rendering services to veterans.
Legal documents and processes necessary to substantiate benefit claims.

Ability to -

Tactfully conduct interviews of a personal nature with veterans and their families to obtain accurate and complete information.
Establish and maintain good working relationships with veterans, veterans groups and government agencies.
Keep accurate records.
Read and interpret regulations governing various benefit programs.

EXPERIENCE AND TRAINING:

High school graduation or equivalent; two years' experience in a social service setting, legal services or direct service to veterans; or any satisfactory equivalent of experience and training which demonstrates the ability to perform the above described duties.

NECESSARY SPECIAL REQUIREMENTS:

Must be able to obtain accreditation as a Veterans' Services Officer as required by the Oregon Department of Veterans' Affairs.

Possession of a valid Oregon Driver License and good driving record.

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 THE RECLASSIFICATION)
OF A POSITION)**

ORDER NO:_____

WHEREAS, at its November 2, 2016 Board meeting, the Commissioners heard from the County Personnel Officer Julie Swift that recent changes to the Fair Labor Standards Act would require the Board to consider re-classification of two positions, one of which was the Veterans Services Officer; and

WHEREAS, the Board directed the Veterans Department Liaison Commissioner, Susan Brown, to review the options and make a recommendation to the Board; and

WHEREAS, after reviewing the options it is the recommendation of Veterans Department Liaison Commissioner Susan Brown that the position of Veterans Services Officer Salary Range E-9, Step B, at \$3360 month and currently filled by Anthony Voudy, be re-classified as Salary Range N-8, Step B, at \$3360 per month; and

WHEREAS, 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 December 1, 2016.

DATED this 16 day of November 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: Purchase Agreement Component II Government Cable Channel RFP

AGENDA DATE^a: 11/16/2016 **DEPARTMENT:** Commissioner **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: Tom Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 11/8/2016

BRIEF BACKGROUND OR NOTE^b: Government Cable Channel Procurement of Components I & III was approved 11/2/2016. The recommendation was for the county to purchase directly from the vendor for Component II of the RFP to save a middle-man material markup. A proposal from TelVue to provide the hardware and software required for Component II was received 11/7/2016. The quotation was for \$21,062 (Approximately \$4,000 under budget).

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1)TelVue Quotation 11/7/2016

(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



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TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-013043
Quote Issued: 2016-11-07
Quote Expiration: 2016-12-07

TelVue Quotation – Confidential	TelVue Contact Information
<p>Prepared for: Tom Huxley Curry County (OR) Chairman, Curry County Board of Commissioners huxleyt@co.curry.or.us 541-247-3291</p> <p>Ship to address: 94235 Moore St. Suite #122 Gold Beach, OR 97444 USA</p>	<p>Prepared by: Denise Rolfe TelVue Corporation Email: drolfe@telvue.com Phone: (800) 885-8886 Fax: (856) 866-7411</p> <p>Please use Fax No. to submit signed quote, or email orders@telvue.com</p>

Special Terms
<p>Includes special anniversary pricing for B100 HC SDI + free ProVue graphics (1 ch.) and all applicable government discounting. Order must be placed no later than Nov. 17th,2016 in order to ensure delivery by December 19th, 2016.</p> <p>*Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above.</p> <p>*If you have any questions please contact your TelVue contact (identified above).</p>

Customer Acceptance
<p>This quote is good for 30 days from date of issue or until any expiration date stated in the special terms field.</p> <p>By signing below, customer accepts quote as purchase order on the above terms:</p> <p>Printed Name: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>

Thank you for your business. The following page contains a quote for TelVue products and services.



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Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
B100 Series								
1.00	HyperCaster B100-SDI-30	Digital Video Server (1RU), Single MPEG-2/H.264 SDI Payout Channel, Up to 3 optional IP output channles, 120 GB SSD HD for OS, Content Storage: 1.7 TB, Dual GigE, Network Share Ready. DISCOUNT PRICE VALID UNTIL 31DEC2016.	<input checked="" type="checkbox"/>	\$5,950.00		\$5,950.00	\$5,950.00	\$5,950.00
ProVue								
1.00	ProVue HD - Digital	Professional IP Decoder, 1 RU, Dual GigE Interfaces, Integrated MPEG-2 and H.264 NTSC (PAL) Output Channel, HD/SD on HD-SDI.	<input checked="" type="checkbox"/>	\$3,950.00	20.00%	\$3,950.00	\$3,160.00	\$3,160.00
Third Party								
2.00	CUSTOM-3P EQUIP	Teradek Cube 105 video encoder	<input type="checkbox"/>	\$0.00	10.00%	\$1,690.00	\$1,521.00	\$3,042.00
								\$12,152.00

Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
B-Series Optional Items								
1.00	HyperCaster Channel - MPEG2	Option - Additional MPEG-2 Output Channel For HyperCaster	<input checked="" type="checkbox"/>	\$1,000.00	20.00%	\$1,000.00	\$800.00	\$800.00
1.00	HyperCaster IP Capture	IP Capture Option - Capture an HD / SD MPEG-2 TS on schedule and store as a file. The captured file can be played out locally or transferred to another device.	<input checked="" type="checkbox"/>	\$1,500.00	20.00%	\$1,500.00	\$1,200.00	\$1,200.00
B100 Series								
2.00	ProVue Graphics - Basic	Optional Basic Graphics for ProVue 1RU or HyperCaster ProVue Inside - Adjustable On-Screen Text Crawl and Logo Insertion	<input checked="" type="checkbox"/>	\$1,000.00	50.00%	\$1,000.00	\$500.00	\$1,000.00
								\$3,000.00

Cloud Services								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price



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CloudCast								
1.00	CloudCast Start Up	CloudCast One Time Activation Fee/TPCL	<input type="checkbox"/>	\$1,000.00	100.00%	\$1,000.00	\$0.00	\$0.00
Connect								
1.00	Connect - Start Up	Hosted Video Contribution Service - One-time Account Set-up./TPCL	<input type="checkbox"/>	\$1,000.00	10.00%	\$1,000.00	\$900.00	\$900.00
1.00	Connect - CMS	Includes Uploads, 100GB storage, 10 users. Access to MediaExchange (syndicate and license), APIs.	<input type="checkbox"/>	\$1,200.00	10.00%	\$1,200.00	\$1,080.00	\$1,080.00
1.00	Connect - Broadcast Workflow	Requires Basic Connect CMS. Adds one SD broadcast preset, 250GB transcoding processing, download, automatic Broadcast Server Distribution, 1 Channel.	<input type="checkbox"/>	\$1,800.00	10.00%	\$1,800.00	\$1,620.00	\$1,620.00
1.00	Connect - CloudCast/Streaming Workflow	Requires Basic Connect CMS. Adds SBR VOD preset, 1 VOD Player. 250GB transcoding processing, 250GB CDN/month. Includes Live Streaming.	<input type="checkbox"/>	\$1,800.00	10.00%	\$1,800.00	\$1,620.00	\$1,620.00
CloudCast								
1.00	Connect - Adaptive Bit Rate 3 Rate VOD Transcoding	Video-On-Demand (VOD) 3 rate adaptive bit rate (ABR), 720p max.	<input type="checkbox"/>	\$600.00	10.00%	\$600.00	\$540.00	\$540.00
								\$5,760.00

Shipping & Handling								
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price	
B100 Series								
1.00	HyperCaster B100-SHIP	Shipping Charge - B100 Series /TPCL	<input type="checkbox"/>	\$50.00	\$50.00	\$50.00	\$50.00	
ProVue								
1.00	ProVue Ship	ProVue Shipping /TPCL	<input type="checkbox"/>	\$50.00	\$50.00	\$50.00	\$50.00	
Third Party								
1.00	MISC-SHIP	Shipping: Teradek encoders	<input type="checkbox"/>	\$0.00	\$50.00	\$50.00	\$50.00	
							Sub-total	\$150.00



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Total Item Count: 15

Grand Total: \$21,062.00

A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

Net 30 Days. 2% cash/1% net 15. Credit cards are accepted.



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Noted Service Options:

TelVue Care™ is quoted as 15% of the value at sale of TelVue Care™ eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

Year 2 TelVue Care™: 0.00

Year 3 TelVue Care™: 0.00

Year 4 TelVue Care™: 0.00

Year 5 TelVue Care™: 0.00



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TelVue Terms & Conditions

The products ("Products") and services ("Services") provided by TelVue Corporation (TELVue) to you ("Customer") are subject to the following terms and conditions ("Terms and Conditions"). By placing an order with TELVue, Customer agrees to be bound by these terms and conditions. These Terms and Conditions shall apply to all quotations and offers made and accepted by TELVue. The Terms and Conditions contained herein are subject to change at any time by TELVue in its sole discretion and without notice to any potential purchaser of the TelVue's products and services. No purchase order submitted under these quoted Terms and Conditions shall be deemed to create a binding contract until such time as TelVue accepts such purchase order. TelVue reserve the right to decline any purchase order based on this quote at its sole discretion. Customer agrees that these Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In that case, the Terms and Conditions contained herein shall govern and acceptance of Customer's order is expressly conditioned upon Customer's acceptance of these Terms and Conditions whether the Customer accepts the Terms and Conditions by written acknowledgment, implication, or acceptance and payment of Products or Services purchased. TELVue's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TELVue will use commercially reasonable efforts to ship Products to Customer's address listed on the TELVue Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TELVue. Customer acknowledges and agrees that delivery schedules are subject to change. TELVue will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TELVue shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TELVue for any product or service fee (collectively, "FEES") set forth on TELVue's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TELVue in connection with TELVue's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TELVue's income). In addition to any other remedy available to it, TELVue may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. All FEES paid and charges made prior to any termination as provided herein are nonrefundable. Termination of the Services shall not release Customer from any obligation to pay accrued charges on FEES. TELVue may increase its FEES for any TELVue-provided content and third-party software to the extent that its licensors raise their fees to TELVue upon not less than thirty (30) days prior written notice to the Customer. If the increases exceed ten percent (10%) of the then current FEES, Customer may choose to delete the TELVue-provided content or third-party software, as applicable. TELVue reserves the right to begin charging Services FEES if the Services are not launched by Customer within one hundred twenty (120) days of the order date through no fault of TELVue. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all material or items deliverable by TELVue to any location and shall demonstrate to TELVue compliance with all applicable laws and regulations prior to delivery thereof by TELVue. TELVue warrants to Customer that the Products or Services offered by TELVue pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TELVue's sole discretion impractical, to refund the purchase price. TELVue PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TELVue MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. EXCEPT AS SET FORTH HEREIN, OR IN A WRITTEN AGREEMENT BETWEEN THE PARTIES THAT EXPRESSLY AMENDS TELVue'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, TELVue MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NONINFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING



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SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. To the extent that TELVUE data is transmitted over the Internet, Customer acknowledges and agrees that TELVUE has no control over the functioning of the Internet and TELVUE makes no representations or warranties of any kind regarding the performance of the Internet.

TELVUE and Customer are independent contractors in the performance of these Terms and Conditions, and each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Customer is responsible for and will indemnify TELVUE from any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees, expenses and liabilities of any type whatsoever that may arise in connection with the purchase and use of Products or Services and on account of Customer's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of TELVUE) to its customers or breaching any term, representation or warranty of these Terms and Conditions.

Certain TELVUE Products and Services require a full-time Internet connection for proper operation. An Internet connection may also be required for remote TELVUE support. Customer is responsible for providing Internet access that meets TELVUE's requirements. Customer shall provide TELVUE with access to Customer's technical personnel, facilities, systems, databases and information as necessary or appropriate for TELVUE to perform its obligations under these Terms and Conditions. Customer shall be solely responsible for all content supplied by Customer. Customer represents and warrants to TELVUE that such content will not violate or infringe any copyright, patent, trademark, trade secret, confidentiality or other proprietary right of any third party. License granted to Customer is for the object code version of the Products or Services and TELVUE-provided content only. Customer has no rights to the source code for the Products or Services or any TELVUE-provided content. Customer shall not permit anyone under Customer's direction or control to, reverse engineer, disassemble, de-compile or remove any identifying mark of TELVUE or its licensors from the Products, Services or any TELVUE-provided content or attempt to do so. Customer may not modify, adapt, translate or create derivative works of the Products, Services or any TELVUE-provided content without TELVUE's express written consent. The Services are licensed as a single product. TELVUE-provided content may be used only in conjunction with the Services. TELVUE shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know how that is conceived, learned, or reduced to practices by TELVUE in the course of performance under these Terms and Conditions. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if marked as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under these Terms and Conditions, TELVUE and Customer agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or was rightfully in its possession or known by it prior to receipt from the disclosing party, or was rightfully disclosed to it by another person without restriction, or was independently developed by it by persons without access to such information and without use of any Confidential Information of the disclosing party, or is required to be disclosed pursuant to local or federal statutes and/or regulations. These obligations shall continue for a period of three (3) years from disclosure. TELVUE WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TELVUE HERE UNDER OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST OF PROFITS, BUSINESS REVENUES OR SAVINGS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TELVUE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE PRODUCTS OR SERVICES REMAINS WITH CUSTOMER. IN NO EVENT SHALL TELVUE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICE, EVEN IF TELVUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE OTHERWISE FORSEEABLE. IN THE EVENT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TelVue Hardware Warranty and TelVue Care Extended Warranty Terms and Conditions - TelVue Corporation (TelVue) will at its option, either repair, replace or upgrade software and/or firmware on any product manufactured by TelVue which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing for a period of one (1) year from the date of original purchase. With optional TelVue Care, the equipment owner can extend these terms for up to four additional years. Certain products



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that are not manufactured but are resold by TelVue will carry the original OEM warranty for that product. In the case of a failure, the customer will be responsible for round trip shipping costs to TelVue and up to a \$500 maximum factory repair service deductible. This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) acts of God. A \$500 reactivation fee will apply to a lapsed warranty for TelVue Care on equipment.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

INFOVUE - Terms & Conditions: InfoVue is sold under additional terms and conditions related to various optional information services available. These terms and conditions are contained on the TelVue web site. It is the responsibility of the Customer/User to review those terms and conditions and to ensure compliance with them. The terms and conditions for InfoVue can be found at:

<http://www.telvue.com/wp-content/uploads/InfoVue-End-User-Licensing-Terms-and-Conditions-2015-5-4.pdf>

The information contained in this quote is confidential and proprietary to TelVue Corporation and may not be disclosed to third parties or duplicated, in whole or in part, without the prior consent of TelVue Corporation.

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: Homeland Security Grant - Curry County EOC move and Asset Protection Project Phase 2

AGENDA DATE^a: 11/16/16 **DEPARTMENT:** Sheriff/Emerg. Serv. **TIME NEEDED:** 4 min
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: Don Kendall **PHONE/EXT:** 3208 **TODAY'S DATE:** 11/8/16

BRIEF BACKGROUND OR NOTE^b: This request is to sign a grant agreement to assist the county in installing a modular office building for the EOC and remote off site data and file repository center.

2 Signed copies required.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Grant

- (1) Grant Agreement
- (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) Grant awarded after Budget signed
2. Does this agenda item impact any other County department? **Yes** **No**
(If Yes, brief detail) Sheriff's Dept. equipment storage
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: Don Kendall

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other Both wet ink copies needed for processing - a copy with OEM signatures returned to clerk

Phone: 3208

Due date to send: 11 /21 / 2016

Email: kendalld@co.curry.or.us

***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) Complies with ORS 294.338

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

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CURRY COUNTY
\$23,100
Grant No: 16-223**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Curry County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **September 15, 2016** and ending, unless otherwise terminated or extended, on **September 30, 2017** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’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: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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 B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$23,100** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2016 State Homeland Security Program (SHSP) grant.
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 OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2016 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM 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 OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient'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. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient 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 ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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, (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 Subrecipient is a party or by which Subrecipient 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 Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient'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. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2016 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

The warranties set forth 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.** Subrecipient 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

a. Subagreements. Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient'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 OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall 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.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; 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 ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

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 OEM or Subrecipient 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 OEM is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), OEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subrecipient 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 OEM on the one hand and of Subrecipient 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with OEM (or would be if joined in the Third Party Claim), Subrecipient 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 OEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of OEM 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 Subrecipient on the one hand and of OEM 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. Subrecipient'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. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient 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.** Subrecipient 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.** OEM and Subrecipient 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.

Subrecipient 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 Subrecipient, 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 Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- 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 OEM (or any other agency or department of the State of Oregon) and Subrecipient 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.** Subrecipient 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, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, 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 and referenced documents, 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. Subrecipient, 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.

SIGNATURE PAGE TO FOLLOW

Curry County

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Don Kendall
Emergency Service Coordinator
Curry County
94235 Moore St; Ste 11
Gold Beach, OR 97444
541-247-3208
kendalld@co.curry.or.us

Subrecipient Fiscal Contact:

Don Kendall
Emergency Service Coordinator
Curry County
94235 Moore St; Ste 11
Gold Beach, OR 97444
541-247-3208
kendalld@co.curry.or.us

OEM

By _____

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date September 9, 2016

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

Exhibit A
Grant No: 16-223
Subrecipient: Curry County

I. Project Description

Project Title: Curry County EOC move and Asset Protection Project Phase 2

This project provides funding to move and install the county purchased modular emergency operations center at the new site.

II. Budget

Other Authorized Equipment	\$ 6,100
Installation	\$ 17,000
Total	\$ 23,100

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

- 2. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and 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 any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient 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. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient 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 Subrecipient permit work under a subagreement when Subrecipient 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 Subrecipient 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 OEM:

Bodily Injury, Death and Property Damage:

\$500,000 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 OEM:

Bodily Injury, Death and Property Damage:

\$500,000 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 OEM, 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 Subrecipient'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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM 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 Subrecipient 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. Subrecipient 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

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Curry County
 - (ii) Sub-recipient's DUNS number:
 - (iii) Federal Award Identification Number (FAIN): EMW-2016-SS-00089-S01
 - (iv) Federal Award Date: September 01, 2016
 - (v) Sub-award Period of Performance Start and End Date: From September 15, 2016 to September 30, 2017
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$23,100
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$81,582
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$23,100
 - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,799,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

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: Resolution authorizing expenditures for Homeland Security Grant - Curry County EOC move and Asset Protection Project Phase 2

AGENDA DATE^a: 11/16/16 **DEPARTMENT:** Sheriff/ESC **TIME NEEDED:** 3 min

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

CONTACT PERSON: Don Kendall **PHONE/EXT:** 3208 **TODAY'S DATE:** 11/8/16

BRIEF BACKGROUND OR NOTE^b: This request is to adopt the resolution to expend funds that will be reimbursed through the Hoimeland Security Grant "Curry County EOC move and Asset Protection Project Phase 2"

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1)Resolution
- (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) Grant was approved after the County's Annual Budget was signed
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: Don Kendall

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone: 3208

Due date to send: 12 /01 / 2016

Email: Kendallld@co.curry.or.us

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Proclamations/Resolutions

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

Supplemental Budget # FY2016-17

Fund Budget Must Balance To \$0.00

Department: EMERGENCY SERVICES

G/L ACCT NUMBER	ACCT DESCRIPTION	EXISTING BUDGET	BUDGET	
			CHANGE + = increase - = decrease	NEW Budget
Revenue				
1.10-429.10-333.10-000-16	Grant-SHSG 97.067 (Grant #16-223)	-	23,100	23,100
				-
				-
				-
-. - .-399.01-000-00	Assigned Fund Balance			-
-. - .-399.03-000-00	Restricted Fund Balance			-
	Total Resources	-	23,100	23,100
Personal Services				
-. - .-490.00-110-00	Sal-Regular			-
-. - .-490.00-120-00	Sal-Irregular			-
-. - .-490.00-130-00	Sal-Overtime			-
-. - .-490.00-213-00	Ben-Health Ins			-
-. - .-490.00-220-00	Ben- FICA 7.65%			-
-. - .-490.00-230-00	PERS-County			-
-. - .-490.00-235-00	PERS-Employee			-
-. - .-490.00-260-00	Ben-Workers Comp			-
	Total Personal Services -	-	-	-
Materials & Services				
1.10-429.10-490.00-330-16	Pro Svc - General- SHSG#16-223		17,000	17,000
-. - .-490.00-430-00	R&M Equipment			-
-. - .-490.00-580-00	Meals & Lodging			-
-. - .-490.00-				-
1.10-429.10-490.00-615-16	Other M&S -SHSG #16-223	-	6,100	6,100
-. - .-490.00-				-
-. - .-490.00-				-
-. - .-490.00-600-00	Supplies - Office			-
-. - .-490.00-606-00	Event Food Supplies			-
-. - .-490.00-615-00	Other M&S			-
-. - .-490.00-				-
	Total Materials & Services	-	23,100	23,100
Debt, Capital, Transfers				
-. - .-490.00-847-00	Debt Interest Payments			-
-. - .-490.00-849-00	Debt Principal Payments			-
-. - .-490.00-745-00	Capital Outlay			-
-. - .-490.00-745-00	Capital Outlay			-
-. - .-491. - -00	Tran To			-
-. - .-491. - -00	Tran To			-
-. - .-492. - -00	Tran To (use 492 for Tran within a Fund)			-
	Total Expenditures	-	23,100	23,100
			Total Change should = 0 >> -	
Note: Total change should = 0, or Total Revenue change should match Total Expense change.				
Prepared By Don Kendall		Date 11/10/2016		
Elected Official or Department Head <i>Don Kendall</i>		Date <i>11/10/16</i>		
Approved By		Date		
Liasion Commissioner		Supp #		

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

In the Matter of a Resolution)
Authorizing the Expenditure of)
Funds to be reimbursed by)
Homeland Security Grant 16-223) RESOLUTION NO. _____

WHEREAS, ORS 294.338 makes it unlawful to expend County money unless it is authorized; and

WHEREAS, ORS 294.338(3) allows the expenditure in the year of the receipt of grants to a municipal corporation in trust for specific purposes; and

WHEREAS, the expenditures referenced above may only be made after enactment of the governing body of the municipal corporation of appropriation ordinances or resolutions authorizing the expenditure; and

WHEREAS, Curry County is authorized through an agreement between the State of Oregon Office of Emergency Management and Curry County, the reimbursement of funds in the amount of \$23,100 in the 2016/2017 Fiscal Year from the Homeland Security Grant Program CDFA #97.067 Grant No. 16-223 for the move and installation of the county obtained modular emergency operations center to the new site, named “Curry County EOC move and Asset Protection Project Phase 2”;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Curry County is authorized to expend \$23,100 from the County General Fund for the purpose of the Curry County EOC move and Asset Protection Project Phase 2 as shown in the attached exhibit.

IT IS FURTHER RESOLVED that Don Kendall, Curry Emergency Service Coordinator, at (541) 247-3208, with E Mail address at kendalld@co.curry.or.us is designated the County contact person for the grant reports and finance records.

DATED this 16 day of November, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

John HuttI
Curry County Legal Counsel

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

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

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

AGENDA ITEM TITLE: Ordinance Adding a New Article Eleven Division Seventeen administered by the County Surveyor to establish standards and requirements for the review and approval of survey maps, partition plats, condominium plats, subdivision plats and property line adjustments.

AGENDA DATE^a: November 2, 2016 **DEPARTMENT:** Surveyor **TIME NEEDED:** 10 minutes

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

CONTACT PERSON: Reily Smith **PHONE/EXT:** 541-247-3225 **TODAY'S DATE:** 09.26.2016

BRIEF BACKGROUND OR NOTE^b: Standards and guidelines need to be put in place for public use when assembling a land division instrument for recordation. The attached staff report provides more detail and recommends the Board adopt specific standards for Surveyor administration.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Hearing

(1) Staff report, Ordinance with 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: County Surveyor

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

^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: Legislative Actions

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

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 SURVEYOR

94235 Moore Street, Suite 114
Gold Beach, Oregon 97444
Phone (541) 247-3225

Reily Smith
County Surveyor

November 9, 2016

Curry County Board of Commissioners
94235 Moore Street
Gold Beach, OR 97444

Re: Surveyor's Ordinance (2nd Reading)

Dear Commissioners:

This proposed ordinance was reviewed by the Curry County Planning Commission on November 2, 2016. It was approved with two small modifications:

1. The word "Aliquot" in Section 11.17.020 Definitions, should have parenthesis; i.e., 'Aliquot'.
2. In Section 11.17.030, County Requirements, number 1) 7) Approvals: the signature line for the County Assessor should say: "Tax Collector/Assessor" instead of Treasurer/Assessor.

These modifications have been made on the attached Exhibit "A".

I am also attaching a summary of my comments regarding each proposal with my reasoning in bold italic letters.

Thank you for your consideration.

Respectfully yours,

Reily Smith

**SURVEYOR COMMENTS REGARDING PROPOSED
COUNTY SURVEYOR ORDINANCE**

It is the County Surveyor's opinion that all of these items in the proposed ordinance will assist the public's ability to understand maps and improve the quality of surveys prepared for them by Licensed Land Surveyors. Many more mapping requirements are covered in the Oregon Revised Statutes; however, with modern CAD mapping ability, the surveyor can add most of the following items to their maps at little cost. Some items require additional field time, but the benefit to the public is worth the cost, in my opinion.

Section 11.17.030:

a) Monuments shall be set on the new adjusted property line and a Map of Survey filed for a property line adjustment regardless of the abutting property lot sizes, unless it is an aliquot part of the section and is 10 acres, or more.

- *Currently, ORS 92.060 (8): states: "Unless the governing body of a city or county has otherwise provided by ordinance, a survey or monument is not required for a property line adjustment when the abutting properties are each greater than 10 acres."*

- *This provision allows a lot line adjustment on a parcel to be done with only planning approval and deeds filed. It is not in the public interest to allow this. It lets the person adjusting a parcel, to perhaps make it more appealing for sale, but does not protect the buyer as the boundary is not physically marked on the ground. Buyers always have boundary issues that should be avoidable.*

b) A Property Line Adjustment map shall clearly identify the old and new property line(s).

- *This will make it easier for anyone looking at the map to see what was intended.*

c) The owner's name, deed number, assessor tax map number and tax lot number shall be shown on the subject property and adjoining parcels.

- *This will assist the public in identifying the parcels. The information sometimes changes, but this information still provides a history that may be helpful in the future.*

d) All Maps of Survey and Plats shall be a size of: 18"x 24" with a 1" margin.

e) All abbreviations and symbols shall be defined on the map's legend.

f) Road names, numbers (where applicable) and width shall be stated on all maps. This shall include private streets and alleys.

g) Stream or waterway name and direction of flow shall be shown on all plats. Where relevant, they shall also be shown on Maps of Survey.

h) For reproduction purposes, all lettering shall have a minimum height of 2.0 millimeter (0.08 inch) and all lettering shall be made with archival quality black ink. Dense black permanent ink is required. Blue or black ballpoint shall not be accepted.

- ***This will just require information that surveyor's sometimes omit and improve mapping consistency.***

i) Public Land Survey Corners (1/4 corners, section corners, meander corners, closing corners, witness corners, etc.) are to be maintained; thus the following map information is required:

1. If the corner is part of the subject property being surveyed and found to be in substandard condition, the corner shall be rehabilitated and new reference points established, if needed. Restoration information shall be shown on the filed map, or a Corner Record filed.

2. If a Public Land Survey Corner is incidental to the subject survey, but found to be in need of rehabilitation, the Land Surveyor shall notify the County Surveyor that work is needed. The County Surveyor shall be responsible for this rehabilitation work, but please note that the County Surveyor has the ability to negotiate a contract for the surveyor to do this work while the surveyor is at the jobsite.

3. The County Surveyor shall provide signs & posts, 30" aluminum monuments, and witness corner signs to any land surveyor requesting them for PLSS corners in Curry County.

- ***This provision will assist the County in maintaining the Public Land Survey System.***

j) Identify all found or set monuments and the accessories on the map face or in a legend/table describing:

- 1) Type and dimensions of all found and set monuments.
- 2) Type and/or color of tag or cap and information stamped on the tag or cap.
- 3) Indicate whether pipe dimensions are inside or outside diameter (inside preferred).
- 4) Show the relationship of the monuments found to the monuments set.
- 5) Describe any accessories set.

6) Inches or decimal feet (specify) the monument is above or below grade.

• ***This will just require information that surveyor's sometimes omit and improves mapping consistency.***

k) If the Land Surveyor checked or found gaps, overlaps or other potential boundary concerns, while doing a property survey, copies of the relevant deeds shall be provided to the County Surveyor for the Map of Survey check.

- ***Boundary issues are a problem in many areas of Curry County. I don't feel we can require this on every survey because of the significant additional cost. By stating this in the ordinance, it is my hope that it will encourage more inquiry into adjoining boundaries when doing a survey. In cases of a boundary dispute, this will normally be investigated by the Land Surveyor and by providing the deeds for the map check, the public will benefit by a second professional review before the map is completed and filed.***

l) The following shall be provided to the County Surveyor for Plat checks:

1) A Preliminary Title Report, if prepared for the Community Development Department with the supporting documents, shall also be provided to the County Surveyor for map review.

2) Closure calculation sheets for all individual parcels and the overall beginning parcel.

3) An original and "True and exact copy" shall be provided for all plats.

4) The true and exact copy statement shall state: I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL. Signed by the surveyor with his printed name and PLS number on each page of the plat copy.

5) A copy of the subject deed and surrounding deeds shall be provided to the County Surveyor for the map check.

6) Easements: their purpose; recorded information; and width. If created by the plat, also name the beneficiary; whether private or public; time limit if temporary; etc. Dashed lines shall be used to illustrate the easement's location.

7) Approvals: City/County Planning and their miscellaneous required statements; County Surveyor; Treasurer/Assessor Statement; Recorder's Statement. For Subdivisions, lines for County Commissioners to sign.

8) Statement to the effect that the Surveyor "has correctly surveyed and marked with proper monuments the lands as represented."

- ***The above 8 items will clear up some questions about requirements and improve mapping consistency.***

m) Declarations for Parcel Maps and Subdivisions

- 1) Owners – signatures in black ink
- 2) Notarized – Legible stamp, signature and date in black ink ORS

92.075(1)

3) State that “the declarant has caused the subdivision or partition to be prepared and the property subdivided or partitioned in accordance with the provisions of ORS chapter 92.”

4) Any dedication of land for public purposes, or any public/private easements, or any other restriction made shall be stated in the declaration.

5) Consent affidavit if others (Trust Deed Beneficiaries, Mortgage Holders, or Contract Vendors) have an interest in the property platted.

- ***The above 5 items will clear up some questions about requirements and address a concern of mine about the County’s potential liability if a lien holder is financially damaged because he was unaware of the land division.***

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

In the Matter of an Amendment to)
The Curry County Code Adding a)
New Article Eleven Division Seventeen)
Relating to Adopting a County Surveyor)
'Map of Survey' & 'Plat' Review)

ORDINANCE NO. **16-06**

THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I TITLE

This Ordinance shall be known as Ordinance No. 16-06 and may be cited as the "Map of Survey & Plat Review Ordinance of Curry County".

SECTION II AUTHORITY

ORS Chapter 92.048, ORS 92, ORS 209, and OAR 820.

SECTION III PURPOSE

The purpose of this Ordinance is to establish standards and requirements for the review and approval of survey maps, partition plats, condominium plats, subdivision plats and property line adjustments in an accurate, efficient and timely manner as necessary for the promotion of economic development and protection of property rights.

SECTION IV ADOPTION

Exhibit "A", attached hereto and incorporated by reference, is adopted as an amendment to the Curry County Code, to wit, as a new Article Eleven Division Seventeen.

SECTION 4 SEVERANCE CLAUSE

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional (or otherwise invalid), such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The legislative body hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional (or otherwise invalid).

Dated this 16 day of November, 2016.

Board of Curry County Commissioners

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

ATTEST:

Recording Secretary

APPROVED AS TO FORM:

John Hutt
Curry County Legal Counsel

First Reading: November 16, 2016
Second Reading: December 16, 2016
Effective Date: February 13, 2016

EXHIBIT "A"

ARTICLE ELEVEN

DIVISION SEVENTEEN – ADOPTING A COUNTY SURVEYOR 'MAP OF SURVEY' & 'PLAT' REVIEW

Section 11.17.010 Title:

This Ordinance shall be known as the County Surveyor 'Map of Survey' & 'Plat' Review.

Section 11.17.020 Definitions:

a) "Plat" shall mean the map representing the survey of a partition, condominium, or subdivision.

b) "Map of Survey" refers to boundary surveys and property line adjustment surveys.

c) "Aliquot" means a proportional breakdown of a Section of Land in the Public Land Survey System (PLSS); i.e. $\frac{1}{4}$ section, $\frac{1}{4}$, $\frac{1}{4}$ section, etc. as described in the Manual of Survey Instructions published by the U. S. Bureau of Land Management.

Section 11.17.030 County Requirements (exceptions may be made by the County Surveyor):

a) Monuments shall be set on the new adjusted property line and a Map of Survey filed for a property line adjustment regardless of the abutting property lot sizes, unless it is an aliquot part of the section and is 10 acres, or more.

b) A Property Line Adjustment map shall clearly identify the old and new property line(s).

c) The owner's name, deed number, assessor tax map number and tax lot number shall be shown on the subject property and adjoining parcels.

d) All Maps of Survey and Plats shall be a size of: 18"x 24" with a 1" margin.

e) All abbreviations and symbols shall be defined on the map's legend.

f) Road names, numbers (where applicable) and width shall be stated on all maps. This shall include private streets and alleys.

g) Stream or waterway name and direction of flow shall be shown on all plats. Where relevant, they shall also be shown on Maps of Survey.

h) For reproduction purposes, all lettering shall have a minimum height of 2.0 millimeter (0.08 inch) and all lettering shall be made with archival quality black ink. Dense black permanent ink is required. Blue or black ballpoint shall not be accepted.

i) Public Land Survey Corners (1/4 corners, section corners, meander corners, closing corners, witness corners, etc.) are to be maintained; thus the following map information is required:

1. If the corner is part of the subject property being surveyed and found to be in substandard condition, the corner shall be rehabilitated and new reference points established, if needed. Restoration information shall be shown on the filed map, or a Corner Record filed.

2. If a Public Land Survey Corner is incidental to the subject survey, but found to be in need of rehabilitation, the Land Surveyor shall notify the County Surveyor that work is needed. The County Surveyor shall be responsible for this rehabilitation work, but please note that the County Surveyor has the ability to negotiate a contract for the surveyor to do this work while the surveyor is at the jobsite.

3. The County Surveyor shall provide signs & posts, 30" aluminum monuments, and witness corner signs to any land surveyor requesting them for PLSS corners in Curry County.

j) Identify all found or set monuments and the accessories on the map face or in a legend/table describing:

- 1) Type and dimensions of all found and set monuments.
- 2) Type and/or color of tag or cap and information stamped on the tag or cap.
- 3) Indicate whether pipe dimensions are inside or outside diameter (inside preferred).
- 4) Show the relationship of the monuments found to the monuments set.
- 5) Describe any accessories set.
- 6) Inches or decimal feet (specify) the monument is above or below grade.

k) If the Land Surveyor checked or found gaps, overlaps or other potential boundary concerns, while doing a property survey, copies of the relevant deeds shall be provided to the County Surveyor for the Map of Survey check.

l) The following shall be provided to the County Surveyor for Plat checks:

- 1) A Preliminary Title Report, if prepared for the Community Development Department with the supporting documents, shall also be provided to the County Surveyor for map review.
- 2) Closure calculation sheets for all individual parcels and the overall beginning parcel.
- 3) An original and "True and exact copy" shall be provided for all plats.
- 4) The true and exact copy statement shall state: I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL. Signed by the surveyor with his printed name and PLS number on each page of the plat copy.
- 5) A copy of the subject deed and surrounding deeds shall be provided to the County Surveyor for the map check.
- 6) Easements: their purpose; recorded information; and width. If created by the plat, also name the beneficiary; whether private or public; time limit if temporary; etc. Dashed lines shall be used to illustrate the easement's location.
- 7) Approvals: City/County Planning and their miscellaneous required statements; County Surveyor; Tax Collector/Assessor; and Recorder. For Subdivisions, lines for County Commissioners to sign.
- 8) Statement to the effect that the Surveyor "has correctly surveyed and marked with proper monuments the lands as represented."

m) Declarations for Parcel Maps and Subdivisions

- 1) Owners – signatures in black ink
- 2) Notarized – Legible stamp, signature and date in black ink ORS 92.075(1)
- 3) State that "the declarant has caused the subdivision or partition to be prepared and the property subdivided or partitioned in accordance with the provisions of ORS chapter 92."
- 4) Any dedication of land for public purposes, or any public/private easements, or any other restriction made shall be stated in the declaration.
- 5) Consent affidavit if others (Trust Deed Beneficiaries, Mortgage Holders, or Contract Vendors) have an interest in the property platted.

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: Community Development Department monthly report

AGENDA DATE^a: 11.16.2016 **DEPARTMENT:** Community Development

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: Carolyn Johnson **PHONE/EXT:** 3228 **TODAY'S DATE:** 11.01.2016

BRIEF BACKGROUND OR NOTE^b: As described in the attached report.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Memorandum

(1) monthly report

(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: Staff Report

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



Community Development Department October 2016 Activity Report

Building Permits:	24 Permits issued
Building Inspections:	116
October revenue:	\$18,042.32
Phone/counter:	200 calls/visits

Planning Permits:

- 3 Land Use Compatibility Statements
- 3 new addresses
- 14 Planning Clearance reviews
- 1 property line adjustments

Complaints:

- Preparation of hand-off instrument for complaints received to date for transmittal of files and cases to Sheriff's office for when the new Code Enforcement Officer is hired.
- Illegal stairs at Nesika Beach removed.
- Ten new complaints filed.

Administration

- Preparation of September activity report
- Conferral with various staff regarding code enforcement administration.
- Interface with Gold Beach Planner on planning permits
- Participated in GIS meeting
- Meeting with Brookings
- Participated in management meeting
- Prepared information on staff time for FEMA reimbursement
- Preparation of revised job description and related interface with HR
- Interface with Surveyor, County Counsel regarding replats

Economic Development

- SCDC meeting participation
- Ongoing work with CDD, County Roads Dept and County Assessor for preparation of materials for Enterprise zone.
- SCDC Board Retreat
- Meeting with Wild Rivers Land Trust and follow up

Development Projects

- Ongoing interface with contract and regular staff regarding development applications.
- Meeting with property owner regarding potential large lot subdivision in the Harbor area
- Tour number of properties related to LIFT program

Long Range Planning

- Prepared staff reports, code amendments and information for October Planning Commission meeting for forest grazing and ag zones, planning procedures, conditional uses sections of the Zoning Code.
- Completed Planning Commission meeting followup
- Completed work with County Surveyor and County Counsel for Surveyors ordinance specifying standards and requirements for the review and approval of survey maps, partition plats, condominium plats, subdivision plats and property line adjustments.
- FEMA meetings regarding new Flood plain mapping
- Continued discussion with ODOT Regarding Hwy 101 Corridor Plan.

Other

Citizens Involvement Committee quarterly meeting

11/2/2016



50 Central Avenue, Suite A
Coos Bay, OR 97420
541 266-9753
www.scdcinc.org

November Curry County BRE Report

The South Coast Development Council expanded our Business Retention & Expansion services in Curry County in September 2016. At that time, we began scheduling direct business meetings, holding office hours, conducting site visits, and community outreach to share the business development services that are available throughout the region.

Since that work began, we have held meetings and/or office hours on the following dates:

- September 29, 2016: 16 hours of staff time. Both Connie Stopher and Shaun Gibbs worked in Curry, and conducted BRE meetings with Arch Rock Brewing, Scott McKenzie, and Freeman Marine.
- October 13, 2016: 7 hours of staff time. Connie Stopher met with the City of Brookings and spoke at the Wild Rivers Connect meeting in Port Orford
- October 18, 2016: 2 hours. Connie Stopher conducted a site visit at Scott McKenzie's cranberry farm.

The next scheduled days for office hours in Curry County are November 10th, and November 21st.

We are in the process of planning our annual stakeholder's forum. That event is tentatively scheduled for January 13, 2017 and will be held in the Gold Beach area.

We are looking forward to continuing these expanded efforts in Curry County.

Sincerely,



Sponsor Investors:

Bandon Dunes Golf Resort ❖ Bay Area Hospital ❖ City of Coos Bay ❖ City of North Bend ❖ Coos County
❖ Coquille Economic Development Corporation ❖ Curry County ❖ Jordan Cove Energy ❖ Oregon International Port of Coos Bay ❖
❖ Southwest Oregon Regional Airport ❖