



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, April 20, 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. The order of the items may vary
in order to accommodate the timed public hearing.*

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. AGENDA AMENDMENTS**
- 3. APPROVAL OF AGENDA**
- 4. PRESENTATIONS TO THE BOARD**
 - a. Lower Rogue Watershed Council & South Coast Watershed Council 2016 Update (15min)
- 5. PUBLIC COMMENTS**
- 6. PUBLIC HEARING 10:30 A.M. – Mass Gathering Permit for Cape Blanco Music Festival- Economic Development (15 min)**
- 7. NEW BUSINESS**
 - a. Moss Adams Contract Renewal – Commissioner Brown (10min)
 - b. Review of & Authority to Modify BOC Agendas Prior to Publication – Commissioner Huxley (10min)
- 8. OLD BUSINESS**
 - a. Real Property Recommendations Group 3 – Economic Development (25min)
- 9. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS**
 - a. Resolution to expend funds reimbursable by grant – Emergency Services (10min)
 - b. Ordinance Repealing Article Two, Division Fifteen of the Curry County Code Regulating Medical Marijuana Dispensary Facilities in Unincorporated Areas – Counsel (15min)
 - c. First Reading of an Ordinance Imposing a Marijuana Retail Sales Tax in the Unincorporated Area of the County– Counsel (20min)
 - d. First Reading of an Ordinance Implementing a Marijuana Retail Sales Tax in the Unincorporated Area of the County – Counsel (20min)

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.

10. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

- a. South West Area Commission on Transportation (SWACT) Appointment S. Brown – Admin (5min)
- b. Contract for 911 Bathroom Installation in the Sheriff’s Office with Thomas Allen Coleman, Construction – Facilities (5min)

11. CONSENT CALENDAR (2min)

- a. Board of Property Tax Appeals Record (BOPTA) – Clerks Office

12. COMMISSIONER UPDATES/ LIAISON & STAFF REPORTS

- a. Surveyor March Staff Report
- b. Community Development March Activity Report

13. ANNOUNCEMENTS

- a. Anyone who would like to be included on the email list for County Public Notices can do so by contacting the Board of Commissioners Office.
- b. Board of Commissioners Workshop on Wednesday 02-10-2016 at 10:00 a.m.
- c. Learn all about the County Budget, where the funds come from and how they are spent. Attend a Budget Town Hall held by the Board of Commissioners next week from 6-8 p.m. Monday the 25th at the Port Orford City Hall, Tuesday the 26th in the Commissioners Hearing room in Gold Beach, and Wednesday the 27th at the Harbor Water District Building.
- d. A member is needed for the Curry County Compensation Board who is knowledgeable in personnel and compensation management to help determine the compensation for County elected officials.

14. EXECUTIVE SESSION

15. 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: Lower Rogue Watershed Council & South Coast Watershed Council 2016 Update

AGENDA DATE^a: 4/20/16 **DEPARTMENT:** **TIME NEEDED:** 15 min (max)

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

CONTACT PERSON: Kelly Timchak **PHONE/EXT:** 541-247-2755 (4#) **TODAY'S DATE:** 3/15/16

BRIEF BACKGROUND OR NOTE^b: Update Comissioners on restoration & enhancement work to the County, who formally sponsors these organizations, and therefore report out once a year.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Exhibit

- (1)
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other PDF presentation in digital Meeting Files

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: Presentations

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

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

Impacts of Watershed Councils & SWCD to Curry County

- 12 full time positions supported through Curry Watersheds Partnership
- Watershed education provided for ALL 4th-6th graders throughout county
- Over \$ 1 million dollars brought in with grant funds each year
- Close to \$ 1 million distributed through local contractors & businesses on projects each 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: Hearing on Mass Gathering Permit Application: Cape Blanco Country Music Festival

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Econ Dev **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: Julie **SPHONE/EXT:** 3253 **TODAY'S DATE:** April 12, 2016

BRIEF BACKGROUND OR NOTE^b: This hearing was set by resolution. If approved, a final order approving the permit will be presented at the next meeting.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Hearing

- (1)Resolution setting hearing
- (2)Permit application

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) Sheriff, CCH
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: (Select)

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Hearing is required prior to issuing permit.

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

Cape Blanco Country Music Festival

PROMOTER: BootsNBeach, LLC
EVENT: Cape Blanco Country Music Festival
DATES OF EVENT: July 28 – 31, 2016

RECEIVED
FEB 18 2016
Board of Commissioners
Curry County, Oregon

ASSEMBLY PLAN

Cape Blanco Country Music Festival is a 4-day outdoor country music concert event scheduled July 28 – 31, 2016. The event is held on private property owned by the Puhl family. The location of the property is about 6 miles north of Port Orford, Oregon off of Highway 101 on Cape Blanco Road. The property is located on the north side of Cape Blanco Road approximately .8 miles west of Hwy 101. The festival site is on approximately 340 acres and includes property owned by the McKenzie family directly across Cape Blanco Road to the south of the Puhl family site.

- **ACCESS**

The primary entrance/exit from Highway 101 is Cape Blanco Road to the entrance of the Puhl and McKenzie family properties. This entrance/exit is a maintained two lane paved road that is the primary access for Festival Campers, Vendors, and Suppliers to the Festival site.

There are three separate entrances into the Puhl property allowing for separation of production, patron and vendor traffic.

Access to the camping and GA parking located on the McKenzie property is through an improved gravel road and three additional ODOT approved temporary entrances to Cape Blanco Hwy.

The property can be accessed from the North, (North Bend, Coos Bay, Coquille and Myrtle Point) from the South via Highway 101 (Port Orford, Gold Beach, Brookings and Crescent City).

GUEST SERVICES "CHECK IN" AND PACKETS

Festival patrons/attendees will be initially greeted by "Guest Services" check in. "Guest Services" with volunteer staff will be set up inside the site entrances. Multiple lanes of traffic will be created adjacent to "Guest Services" to relieve the influx of traffic off of Cape Blanco Road and mitigate the potential for back up to Hwy 101. "Guest Services" will greet each concert guest and ticket holder providing them with a packet (includes map of venue, map of camping/parking, and informational booklet with concert and camping rules) and directing them to their appropriate destination.

FESTIVAL ATTENDANCE

BootsNBeach, LLC, is anticipating the attendance for the 2016 Cape Blanco Country Music Festival to be 20 thousand daily attendees. BootsNBeach, LLC will cap overnight RV/TENT camping guests at less than 12,000 total guests on the site.

COMMUNICATION

BootsNBeach, LLC will implement two-way radio communications with the Operations Director, Director of Event Planning, Parking, RV/TENT Team Leader, Security, Fire Protection and Rescue Services for the 2016 Cape Blanco Country Music Festival. Security and Paramedics will have designated radio channels and the ability to communicate with Management Staff, Site Leaders, and Camp Hosts. Team Leaders will be responsible for monitoring their respective assigned radio frequency. Information placards providing a list of assigned channels (frequencies) and supervisor cell numbers will be provided to those Team Leaders and Supervisors carrying radios. The festival Command Center (see Public Safety Plan) will monitor all communications to assure that incidents and emergency needs are responded to in an appropriate manner. 911 traffic shall be monitored by the Sheriff Command center which will operate during peak evening hours and by pagers held by the Paramedics during off-peak hours.

PARAMEDICS AND FIRST AID

A primary first-aid tent staffed with licensed paramedics, at least two Oregon physicians and two nurses (as per oars 333-039-0040) will be set up inside the concert venue and available to all concert attendees. The first aid tent will be clearly signed with a FIRST AID sign in red. While the concert venue is open, licensed paramedics are available to treat all first aid needs on site. When the concert venue is closed, paramedics, physicians and nurses will be available to respond to medical emergencies, as needed on the Festival Site on a 24-hour basis during the festival. There will be a minimum of twenty (20) patient beds as temporary holding facilities as per oars 333-039-0040. Communication will be maintained at all times between festival staff, security and the emergency medical staff by radio and through the Com center. The medical staff will remain on site 24 hours a day during the duration of the festival, from 5pm Thursday of the event each year through 12:00pm on Monday following the event each year. Two ambulances will be on site for emergencies the duration of the event. Paramedics and responding transport will be provided with site maps indicating all camping areas so that they can respond to the appropriate camp site or area within the Festival grounds in a timely manner.

Cape Blanco Country Music Festival

PROMOTER: BootsNBeach, LLC
EVENT: Cape Blanco Country Music Festival
DATES OF EVENT: July 28 – 31, 2016

DAILY PARKING PLAN

The 2016 Cape Blanco Country Music Festival will cap its daily attendance at 21,500 ticket holders and guests.

The Cape Blanco Country Music Festival will cap its overnight camping guests at less than 12,000 ticket holders and guests with 8,000 available parking spaces to include; General Admission and Handicap Parking.

Using these totals and using oars 333-039-00055 guidelines in regards to parking spaces, the CBCMF will provide the following daily and overnight spaces to our attendees:

Daily Parking (20,000 guests):

8,000 daily parking spaces are – (10 x 20 ft each)

3000 overnight RV/Tent spaces.

****All traffic lanes including lanes in camping area on the festival property are a minimum 30 feet in width.****

Entrance Gates – Entrance gate positions serve as the primary line of defense against unauthorized alcohol and potential weapons entering the venue. As such, bags will be checked and patrons wanded. During peak periods up to 9 entrance lines will be staffed at the GA entrance. Gate staffing will include a wander and two bag checkers for each line to assure that patrons are processed quickly and with a minimum of delay. Water will be available to those showing need.

Handicap entrance will be a one line fully staffed entrance. Again complimentary water will be made available for those awaiting entrance. The handicap seating shall be easily accessible to the entrance and for those who need assistance three golf carts with drivers will shuttle to the seating area. Shuttles available during specific hours posted at the entrance.

Vendor entrance will be staffed by an observer/checker that will observe and request inspection of questionable packages or containers. This staff person will also observe the vendors for intoxication and do random checking of bags to assure compliance of the no alcohol rule for vendors. No unauthorized patrons or personnel shall be allowed through the vendor gate. If for any reason, the vendor gate staff needs to leave post or if there is an incident a crowd rover team will be temporarily called to assure the integrity of the gate.

Each emergency exit is clearly marked “Emergency” signs and is maintained by the festival’s contracted security Company.

MEDICAL SUPPORT

The safety of all who participate either as patrons, volunteers and staff at the Cape Blanco Country Music Festival are of great concern to BootsNBeach, LLC. Therefore to support the work of the paramedics and responders who assist at the Festival, BootsNBeach, LLC will contract with medical providers to provide on-site rehab and treatment. This will include state licensed medical staff (two physicians and two nurses as per oars 333-039-0040); with facilities and equipment necessary to treat on-site many that might have been transported for conditions such as dehydration and sun exposure.

LIGHTING

Lighting for the festival grounds will be provided by light towers. Approximately 60 light towers will be place on the exterior of the venue property to ensure property safety and lighting to our ticket holders in the camping and parking areas. Approximately 16 light towers will be placed around and inside the performance venue to provide safety and lighting to our ticket holders inside the concert venue.

CAMPING

Open campfires are strictly prohibited on the festival grounds. All RV and Tent campers are required to use propane camping gear and/or propane BBQ’s. **There will be a strictly enforced No Alcohol Policy for the camping areas.**

DESIGNATED SMOKING AREAS

There are three (3) designated smoking areas inside the venue that are clearly marked. Two smoking areas are inside the Beer and Wine area(s), and the third smoking area is located in the craft and artisan village area of the venue.

To comply with all of the mandated State of Oregon fire rules and regulations, Cape Blanco Country Music Festival is utilizing the general fire safety (Fair and Festival) policy outline provided by the State Fire Marshall’s office. BootsNBeach, LLC maintains a close working relationship with the State Fire Marshall to comply with all of these regulations, which pertains to all parties and aspects of this festival.

APR 1 1 2016

Service Agreement
Between
Sixes Volunteer Fire Department
And
BootsNBeach, LLC

In agreement between Sixes Volunteer Fire Department and BootsNBeach, LLC pertaining to the country music festival to be held July 28th through July 31st, 2016, the following contract is made:

Sixes Volunteer Fire Department will:

- 1. Provide a class A fire truck and 4 staff, on standby for Cape Blanco Country Music Festival.
- 2. Equipment and personnel to be available should need arise from noon Thursday July 28th through noon Monday August 1st, 2016 to serve as first responders.

BootsNBeach, LLC will:

- 1. Pay \$1200 daily for the above equipment and staff.
- 2. Provide Sixes Volunteer Fire Department 12 GA tickets.
- 3. Display a fire safety message to be shown on festival jumbotrons recognizing the Sixes Volunteer Fire Department.

Changes to this agreement may be made with the consent of both parties.

Signed
For Sixes Volunteer Fire Department

Signed
For BootsNBeach, LLC

See page 2

Cape Blanco Country Music Festival

PROMOTER: BootsNBeach, LLC
EVENT: Cape Blanco Country Music Festival
DATES OF EVENT: July 28 – 31, 2016

PUBLIC SAFETY PLAN

CONTACT: John Ward, Curry County Sheriff – (541) 247-3221

Cape Blanco Country Music Festival is a 4 day outdoor country music concert event. The event is held on private property owned by the McKenzie and Puhl families. The location of the property is 6 miles north of Port Orford, Oregon off of Highway 101 on Cape Blanco Road.

PRIMARY EVENT CONTACTS:

Anne Hankins, President - BootsNBeach, LLC	541-521-2457
Don Leber, Marketing Advertising Director – Bi Mart Corporation	541-554-7104
Tim Flowerday, Director of Operations – BootsNBeach, LLC	541-908-0169
Mike Dunn, Operations Coordinator – Cape Blanco Country Music Festival	541-521-5034
Karama Billick, Director of Event Planning – BootsNBeach, LLC.	541-953-2134
Taelor Hankins, Event Director – Cape Blanco Country Music Festival	541-517-7056

- **ACCESS**

The primary entrance/exit from Highway 101 is Cape Blanco Road to the entrance of the Puhl and McKenzie family properties. This entrance/exit is a maintained two paved road that is the primary access for Festival Campers, Vendors, and Suppliers to the Festival site.

There are three separate entrances into the Puhl property allowing for separation of production, patron and vendor traffic.

Access to the camping and GA parking located on the McKenzie property is through an improved gravel road.

The Paramedic team will be provided with maps of the venue and camping areas to assist in their ability to respond quickly to emergencies. This team will arrive on-site with the proper personnel and equipment to provide triage as needed until rescue units can arrive. Two on-site ambulances will be present.

CURRY COUNTY SHERIFF

To assure the safety of the public, BootsNBeach, LLC. will be supplementing security staffing by negotiating with the Curry County Sheriff, for staff to assist in assuring quiet times are observed, quick response to incidents requiring the intervention of law enforcement and a reassuring presence to families and patrons attending the Cape Blanco Country Music Festival.

There shall be a minimum of two officers 24 hours per day, with an increase to four officers during the peak hours of 7:00PM to 2AM. The role of this team shall be to create a “presence” that reassures the public of their safety and deters potential problems, while assisting in the enforcement of quiet time. The Sheriff team will also assist the security staff with incident response that requires action beyond the capabilities of the security staff to assure continued public safety. It shall be the responsibility of the security staff to assure excellent communications with the Sheriff Team.

SECURITY STAFFING

- **Venue**

Venue Perimeter – The venue perimeter shall be patrolled by rovers with a rover stationed at each unique venue line. It is important to have a rover not patrolling a line that is broken by a change of direction of venue perimeter as he/she will not have visual capability during parts of their shift.

Crowd Control – Teams of rovers within the crowd, each team responsible for a venue block not to exceed a potential participant count of 1500 people. In a venue of 21,500 this would mean 15 teams. The team concept is necessary so that one can engage while another continues observation.

Crowd control shall additionally include 6 rovers in plain clothes working the whole venue. These rovers will have the ability to communicate to the team within a designated area for quick response to incidents.

Front of stage and catwalk will be staffed by people with a commanding presence, yet they will be expected to have a high degree of tolerance and the ability to defuse a situation without appearing overtly physically threatening or heavy handed. Numbers here depend upon the performance artist and his/her demeanor and stage presence.

Hospitality, artist tents, and meet & greet tent presence will be an unobtrusive team presence. This team will only respond to overt actions by individuals and at the request of the performance artist. They will see themselves more as ambassadors for the venue than an enforcement presence.

which is on-site 24 hours a day, will assist security by providing enforcement each evening until quiet time is achieved. This team will also assist on-site security with public safety enforcement issues should they arise. It shall be the responsibility of the on-site security to maintain excellent communications with the Sheriff team so that all issues are logged and addressed in the appropriate manner to assure the peace and safety of all patrons.

Should an issue arise where the on-site team for a particular area is unable to contain the issue without assistance, in addition to the Sheriff team, the on-site team for the area will maintain communications with other areas and venue teams so that additional assistance and in-fill occurs, so no area is left unattended at any time.

- **Communications**

Communications are crucial to the success of the implementation of a security/public safety program that works effectively for CBCMF. To assure that adequate communications are maintained there will be two com centers for the event.

The first com and primary center will be located adjacent to the Sheriff Command. The second com center will be located in the center of the campground/RV areas. Both shall have a staff person 24 hours a day with a cell phone with speed dial to the sheriff teams, the operations manager, the other com center, and the overall security lead, and back up batteries. The phone shall not be allowed to go dead. If necessary to assure communications work properly, satellite phones will be rented.

Each com center will have a radio and two back up batteries with channels that connect directly to other com center, operations manager and security lead. Each Sheriff team will be provided a pre-programmed cell phone and back up battery with all necessary staff and security numbers, as well as a security radio so that they can monitor situations during their shifts.

Each com center will be staffed by a person who has the ability to respond quickly to situations and who can make sure that adjustments in staffing are made quickly to assure that no area is left unstaffed or unsupported. It shall be the further responsibility of each com center staff person to log and document all incidents, communications with sheriffs, or changes in staffing.

- **Daily**

The health of any plan or organization is dependent upon ability to adjust to needs and changing conditions. In order to evaluate the success and implementation of this security/public safety program BootsNBeach, LLC will meet with staff, security leads and a representative from the Sheriff's team each day prior to opening of the venue. This will allow CBCMF to make the adjustments necessary to assure the continued success of the plan and the safety of our patrons.

SAFETY LIGHTING

Lighting for the festival grounds will be provided by light. Approximately 60 light towers will be placed on the exterior of the venue property to ensure property safety and lighting to our ticket holders in the camping and

NOISE LIMITATIONS

Daily performances will be scheduled on concert stages beginning at approximately 11:00am. The final performance of each day will end at 11:00pm. All sound checks conducted during the festival will be between the hours of 8am and 11:00am.

Sound levels shall not exceed 55 d.b.a. at a distance greater than 1000 feet of the property boundary in which the event is held. The event property being designated by the Full Site map attached to this permit application.

ATTENDANCE AND PARKING

The EVENT will cap festival attendance at 21,500 ticket holders. Overnight RV and Tent campers will be capped at less than 12000 people. The event will provide 8000 daily 10 ft. X 20 ft. parking spaces. For overnight campers, the event will cap RV/TENT campsites at 3000 available spaces.

SMOKING

Smoking will be allowed in the concert venue in designated smoking areas.

Cape Blanco Country Music Festival

PROMOTER: BootsNBeach, LLC.
EVENT: Cape Blanco Country Music Festival
DATES OF EVENT: July 28 – 31, 2016

SANITATION PLAN

The Cape Blanco Country Music Festival will secure the services of a **licensed sanitation provider** (Bucks Sanitary Services) for the **Cape Blanco Country Music Festival** to provide all portable toilet, handicapped toilet, hand washing, gray water food service disposal, camping and solid waste facilities necessary to serve the proposed amount of guests and ticket holders at this event.

POTABLE WATER

Potable and drinking water is available on-site at the festival water station located adjacent to the entrance gate leading into the primary festival property and at a water station inside the festival venue in the service corridor for the food vendors. **(Water analysis reports to be attached within 30 days prior to event)** Food vendors needing potable water will have access to the water station inside the festival venue and as a fail-safe will have access to the festival water storage tank. As per Oregon Health Authority Regulations the site will have adequate water reserves for the number of attendees attending the festival. Water on the festival site will include one tested well with capacity of at least 11 gallons per minute (15,840 gallons per day), water reserves in the holding tanks of RV campers (assuming a 45 gallon tank (most large motor homes have 100 gallon capacity) $2000 \times 45 = 90,000$ gallons, and bottled water in sufficient supply to assure that should the need arise there will be a minimum of 10 gallons of water per person per day. This exceeds the 5 gallon minimum required as per oars 333-039-0015. It should be noted that there is also several ponds and two water trucks on site as back up. Food vendors can also provide their own water source under the supervision and regulation of the Curry Community Health. Hand washing units are provided in the event food vendor area to maintain sanitary food service conditions. Food vendors also have access to (8) 150-gallon disposal tanks for all gray water and grease disposal. RV campers will have access to a potable water service company for the refilling of potable water tanks on RVs.

TRASH CARTS

Garbage Containers: 200-50 gallon units (Dispersed throughout site) – emptied on a regular rotation throughout each festival day into containers as stated above with a capacity of 200 cubic yards on-site exceeding oars requirement of 1 cubic yard per 125 people

Recycle Units: 50 (Dispersed throughout venue)

Cape Blanco Country Music Festival

Alcohol and Quiet Time Policy

- No alcohol permitted in non-licensed areas.
- No alcohol is allowed outside of the beer gardens inside the venue concert gates.
- No alcohol is allowed in the camping areas and parties with alcohol in the camping areas are prohibited.
- No alcohol is allowed in the parking areas and parties with alcohol in these areas are prohibited.
- Drinking by minors is prohibited.
- Minors may not drink alcoholic beverages on the ranch.
- Quiet Time will be enforced at midnight, in the campgrounds and main venue.
- Our third stage, which is an acoustic indoor stage, will operate from 11PM until 2AM to serve those who wish continued activity. In this way we will be able to contain those who would disrupt those enjoying quiet time.

As always, it is the responsibility of the Festival to provide a safe, family event as well as stay within the guidelines of Curry County Code for observing quiet hours.

Safety Measures, Quiet Time and Alcohol Policy will be enforced by CBCMF Security and the Curry County Deputies. Unfortunately, Festival-goers that choose to disregard the rules for alcohol consumption and reasonable behavior will lose their privilege to camp or be on the property.

IV. IDENTIFICATION:

CBCMF President: Anne Hankins
(541) 521-2457
anne@countrymusicconcerts.com

CBCMF: Cape Blanco Country Music Festival
Taelor Dunn (541) 517-7056

Liaison Officer (LO): (TBD) an employee designated by CBCMF

Operational Commander (OC): (TBD) designated individual of Curry County Deputies

Head of Security: Peter O'Rourke
(541) 953-7297

Operations Manager: Mike Dunn (541) 521-5034

Site Operations Coordinator: Mike Dunn (541) 521-5034

Site Personnel Lead Person: Mike Dunn (541) 521-5034

Contracted electrical distribution personnel:
Mike Dunn (541) 521-5034

Bi-Mart Representative: Don Leber, Bi-Mart
(541) 554-7104
don.leber@bimart.com

Pape Representative: Pat Walsh, VOX PRPA
(541) 513-1236
pat@voxprpa.com

A. GENERAL EMERGENCY SITUATION RESPONSE PLAN:

1. Any Security Staff becoming aware of a potential **untoward** incident or **emergency situation** must provide a situation report (SITREP) to the LO immediately, preferably by radio. The SITREP will include (Who, What, When, Where, Why):
 - a) **Who:** Number of people involved, age if it can be determined, etc...
 - b) **What:** Type of incident (fight, drunk person, fire, etc...)
 - c) **When:** Is the situation ongoing or has it been resolved already? How long has it been ongoing?
 - d) **Where:** Location of incident (specific section, parking area, camping, etc...)
 - e) **Why:** Any and all information deemed essential to the effective management of the situation.
2. On receipt of a SITREP, CBCMF (LO) will conduct an assessment in conjunction with the Head of the Security and OC to determine if the circumstances do, in fact, amount to a potential emergency situation. If assessed as such, the Emergency Situation Response Plan will be implemented. Otherwise CBCMF will manage the incident as an untoward incident.
3. CBCMF will halt any performances if deemed necessary after assessment. Only the CBCMF President or the LO may halt a performance.
4. Although there are natural breaks in the performances, any unplanned stoppage could indicate a possible emergency situation and create a public panic.
5. In the event a performance stoppage is necessary, CBCMF will instruct the Public Address System Controller to make the following announcement: "*COULD WE PLEASE ASK THE CROWD TO BE PATIENT. THERE WILL BE A SHORT DELAY*". Additional announcements will be directed or made by the CBCMF President, the LO or the OC. No other party may direct or make an announcement on the public address system.
6. Radio traffic, unless essential, will be restricted to that between the initial caller and CBCMF's LO and/or the OC. Any deviation from this protocol will be instigated by CBCMF.
7. CBCMF will consult with the LO and OC to determine the appropriate action plan required responding to the prevailing circumstances.
8. The Action Plan will then be relayed by radio to Deputies and Security Staff.
9. If evacuation of part or all of the Festival Site is required, Security Staff and Deputies will prevent re-entry without specific permission from CBCMF. Reentry determination will be a combined decision of the CBCMF President, the LO and the OC.
10. CBCMF will advise Security Staff of their appropriate Post-Emergency Situation reporting procedure.

C. CONTINGENCY FOR FIRE HAZARDS, BOMB THREATS, SUSPICIOUS PACKAGES / VEHICLES:

The following three issues are considered emergency situations. The Deputies will take the lead in dealing with all of these situations. The following information has been given to the Security Staff regarding these hazards, however the Security Staff will respond at the direction of the OC with information passed through the LO. Deputies should be aware of these general guidelines; however, they should act in accordance with their normal established procedures with the information that is passed through the LO by way of a situation report. It is recommended that as per Homeland Security guidelines the event and the Sheriff department will in advance of the event contact the local FBI field office and request the assistance of the Special Events Coordinator in assessing potential threats.

1. Fire Hazards:

- a) The risk of fire in the vicinity of the Event is always present, particularly in the following key locations:
 - i) Mobile catering facility areas
 - ii) Generator locations
 - iii) Camping areas (camp fires/grilling/etc...)
- b) Security Staff and Site Personnel will be deployed in high-risk areas and have access to relevant equipment. The Fire Marshall has sanctioned all equipment for use. Although properly equipped, Security Staff and Site Personnel should only tackle a fire provided it will not endanger life and only once the immediate area has been evacuated. It is essential that, even if extinguished, all fires are reported to the Fire Department Staff on-site.
- c) Where possible, site personnel will close off only a limited area of the site to avoid mass crowd migration.
- d) All public vehicle movement will be suspended on site to keep access clear for emergency vehicles.
- e) Extra Security Staff will be deployed in specific areas to ensure pedestrians do not obstruct emergency vehicle access.

2. Bomb Threats:

CBCMF and the Security Staff must be aware of the potential, however negligible, of bomb threats and the ensuing actions that must be taken. Bomb threats may be received by any agency. In the event a bomb threat is received, the LO and OC must be informed immediately via a SITREP. The OC, with assistance of the LO, will be responsible for the coordination of the response to a bomb threat in accordance with agreed Curry County procedures.

D. STAGE EMERGENCY PLAN STEPS FOR WEATHER EVENTS:

1. CBCMF, Head of Security, the LO, and a designated representative from the Deputy's staff will meet each morning. A part of that meeting will include a review the current weather forecast. Should the forecast warn of a potential weather event, the weather will be monitored hourly and the following steps taken:
 - I. **Stage Back-drop**
 - a. @ 16 mph – all stage personnel notified
 - b. @ 20 mph – all stage personnel put on stand-by
 - c. @ 32 mph – stage personnel will lower back-drop
 - II. **Stage Main Roof Grid**
 - a. @ 16 mph – all stage personnel notified
 - b. @ 20 mph – all stage personnel put on stand-by
 - c. @ 30 mph - all stage personnel shall be evacuated from roof grid, spot towers, or other elevated positions within temporary structures on the site
 - III. **Stage Sound Bay Scrim**
 - a. @ 20 mph – all stage personnel notified
 - b. @ 30 mph – all stage personnel put on stand-by
 - c. @ 40 mph – stage personnel will take down scrim
2. If sustained wind speed or wind gusts reach 40 mph, all personnel, performers, technicians, and guests must clear the stage and roof area. All video walls, and large speaker clusters shall be lowered to the ground and secured. If lowering of the video walls is not possible then walls shall be located in the closed position (on mainstage). A safety perimeter of 100 yards will be established around the stage on all sides. This includes the dressing room trailers and the green room tent. The audience will be put on alert to prepare to evacuate the area as well.
 - a. CBCMF will utilize the Public Address system to broadcast clear and concise instructions to the crowd to move in accordance with the Action Plan.
 - b. Public co-operation should be requested and some reasoning behind the need to move explained.
 - c. Security Staff and Deputies should actively encourage the crowd to move in accordance with the public address announcement. They must attempt to reassure and calm the crowd. In the event of a failure of the public address system, Security Staff and Deputies will communicate information using portable loudhailers or megaphones.
3. If wind speeds reach 50 mph, all personnel including stage hands, stage managers, and riggers shall evacuate the stage area. The decision to lower the roof will be made by one of the Brown United Stage Company designated persons and he/she will make the decision along with CBCMF. If it is determined the audience must be cleared from the area, the Site Personnel, Security and Deputy Staff will perform this task as per the Evacuation Plan.

However, the safety of all crew must be taken into account at all times. In the event of a fire, no one will be allowed to re-enter the area until the all-clear has been given by the fire department.

- 8) Once the situation is under control, the OC in conjunction with the LO and the CBCMF President will determine if the event can continue or if an entire evacuation will be necessary.
 - a) Should the event be allowed to continue and people are readmitted. All festival security precautions shall be fully applied to assure that the incident does not allow or create a possibility of the introduction of firearms, potential terrorists or bombs upon readmission.
 - b) If the event is stopped altogether and an entire evacuation is deemed necessary, site personnel will begin the process of evacuating the event site. Site personnel, in conjunction with security staff and designated deputy officials will begin the process of traffic management to facilitate evacuation of the site.
 - c) If an emergency situation happens during the night, Deputy Officials on site will determine if evacuation would be more suitable during daylight hours, keeping in mind that many site workers will not be present during the overnight hours.
 - d) Each field will be cleared one at a time, starting with the main GA parking field. Exit will follow the established traffic control plan for the festival (attached).
- 9) A de-brief will be conducted after the event with the deputy and relevant authorities and will include all designated CBCMF staff deemed necessary by the President or Operations Manager. Both the Bi-Mart and Pape representatives are invited to participate in all after action de-briefs.
- 10) CBCMF designated personnel will provide press releases as necessary and schedule interviews when convenient to the designated staff. No press will be allowed on the premises during the evacuation process.
- 11) All situations, both emergency and non-emergency, require notification of both the Bi-Mart and the Pape representatives listed above in paragraph IV of this document. Although notification of said representatives is a requirement, press releases or other communications to external media are restricted to designated CBCMF personnel.

**Attachment: Homeland Security Publication -
Protective Measures Guide for the U.S. Outdoor Venues Industry**

Homeland Security

Protective Measures Guide for the U.S. Outdoor Venues Industry

June 2011

Prepared by:

Commercial Facilities Sector-Specific Agency
Sector-Specific Agency Executive Management Office
Office of Infrastructure Protection
National Protection and Programs Directorate
Department of Homeland Security

The Office of Infrastructure Protection (IP) is a component within the National Protection and Programs Directorate. IP leads the coordinated national program to reduce risks to the nation's critical infrastructure posed by acts of terrorism, and to strengthen national preparedness, timely response, and rapid recovery in the event of an attack, natural disaster, or other emergency. Visit www.dhs.gov/criticalinfrastructure.

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Section 1 - Outdoor Venues Profile

- Identifies key vulnerabilities associated with different types of outdoor venues or activities.

Section 2 - Terrorist Objectives

- Discusses motivations behind terrorist attacks.

Section 3 - Threats and Hazards

- Identifies scenarios that could impact an outdoor venue and provides real-life examples of incidents.

Section 4 - Protective Measures

- Provides a compendium of non regulatory protective measures.

Appendices to this guide identify additional tools and resources in the form of posters, checklists, documents, training opportunities, Federal programs, and Web sites that may further assist an owner or operator in assessing vulnerabilities and developing appropriate protective programs.

Please note the following with regard to the suggested protective measures in this guide:

- This guide is not a complete source of information on protecting outdoor venues. Owners, operators, and security personnel should leverage the full range of resources available, as well as the specific nature of the threats, when responding to changes in threat condition levels.
- The protective measures outlined in this document are presented for guidance purposes only. They are not a requirement under any regulation or legislation.
- Not all suggested protective measures will be relevant or applicable to all specific outdoor venues because of the wide variety in types, sizes, and locations of venues. The ability to implement them at any specific outdoor venue will vary considerably.

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Theme parks and amusement parks usually cover a considerable land area and, as a result, have an extensive perimeter. Wide pedestrian walkways allow easy access to rides and attractions within the site. Service roads, parking areas, and public access roads typically allow vehicle access to points near the theme park's rides, attractions, and perimeter. Larger parks may operate trams, shuttle buses, monorails, or other corporate-owned transportation systems. Some parks may be located adjacent to public transportation hubs.

A variety of structures including rides, restaurants, shops, entertainment halls and stages, and service buildings are usually present. Rides and attractions often incorporate physical and/or psychological experiences utilizing heights, sounds, and sights. Theme parks may also incorporate hotels and meeting facilities, and entertainment districts that include shops, arcades, movie theaters, shows, and restaurants.

These may be on the same or adjacent grounds. Larger parks may be nationally or internationally known and have icons which patrons associate with the park.

Theme parks may also incorporate hotels and meeting facilities, and entertainment districts that include shops, arcades, movie theaters, shows, and restaurants.



Fairgrounds most typically refer to a permanent space that hosts fairs, most often a state fair, as well as other activities. Fairgrounds may have amusement park-style rides at scheduled times during the year. They may involve temporary structures, such as tents, tables, and booths, and they can include exhibits of everything from crafts to livestock. In addition to large open spaces, the grounds may include barns, administration buildings, theaters, exhibition and convention halls, stadiums, sports fields, and museums.

Although summer is traditionally the high season for parks and fairgrounds, some parks are finding new sources of revenue by extending their seasons into autumn. Other parks may be open year round. Exhibition halls, theaters, stadiums, sports fields, and other buildings at fairgrounds are used year round.

1.1.2 Outdoor Gatherings

Outdoor gatherings can occur on downtown city streets, regional parks, and other outdoor venues. They include celebrations, concerts, demonstrations, fairs, festivals, flea markets, parades, protests, and rallies. They can be local, regional, or national events.

At some large outdoor public gatherings, such as rallies or concerts, individuals are typically concentrated in a particular location.



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- **Large congregations of people:** Outdoor gatherings have large congregations of people, often over a wide area. Parks and fairgrounds have many places where large crowds gather (e.g., waiting for admittance to rides, ticket lines), which can provide an opportunity for adversaries to inflict a large number of casualties.
- **Multiple locations to place explosives or hazardous agents:** Large outdoor public gatherings are congested, often noisy, and frequently disorganized. A determined adversary can take advantage of this environment to hide a package containing dangerous materials or discharge a weapon or explosive. Parks and fairgrounds are complex facilities with many trash containers, restrooms, shops, theaters, etc., that offer locations where explosives or hazardous agents could be placed unobtrusively and may be difficult to find quickly.
- **Operating with a staff of temporary employees and volunteers:** The use of part-time or temporary employees, as well as the large number of volunteers at many outdoor gatherings, may limit the ability of event sponsors to conduct background screening for all staff. In addition, seasonal staff and high staff turnover provide challenges in providing training on security measures.
- **Evacuation difficulties:** Rapid evacuation of park patrons in the event of an incident can be difficult due to restricted entry/exit points over a large area, the presence of large numbers of children, and difficulty in communicating evacuation instructions over the expanse of the park. There are few places to take shelter when hazardous weather, including lightning, requires that patrons to evacuate or take shelter. Patrons may not be able to clearly hear instructions over a public address system in an outdoor setting over a noisy crowd. In the case of open fairs and festivals, a public address system may not be present.
- **Access to peripheral areas:** There are limited controls on vehicles traveling into and through areas contiguous to large public gatherings. For parades, vehicles are sometimes allowed to cross the parade route during breaks.

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an ongoing psychological impact that expands the economic losses of a facility as a result of the reputational harm suffered. Just as significantly, inflicting psychological trauma upon segments of the consumer population is an objective for many terrorists, as it curtails participation in activities that terrorists oppose. It is important for owners and operators to understand terrorist motivations and objectives that that may lead to attacks against the Nation's critical infrastructure, including outdoor venues, so they may take appropriate protective measures to reduce risk and increase resilience at their facilities and gatherings.

3.1 Manmade Hazards

These attack methods are the manner and means an adversary may use to cause harm to a target. Terrorists have a variety of weapons and tactics available to achieve their objectives, and they have demonstrated an ability to plan and conduct complex, simultaneous attacks against multiple targets. Individuals, a small team, or larger groups acting in a coordinated fashion can carry out an attack. Possible manmade hazards are outlined below.

3.1.1 Improvised Explosive Devices

An improvised explosive device (IED), or homemade bomb, can be constructed of commonly available materials, construction explosives such as dynamite, or stolen military-grade explosives. An IED can be carried into a venue by an individual (e.g., a suicide bomber) or can be deposited in an unnoticed location for detonation by a timer or by remote control.

For example, an abandoned backpack containing a bomb and heavy shrapnel was discovered by city workers on the parade route prior to a Martin Luther King Jr., Day Unity March in Spokane, Washington, in January 2011, and a Michigan golf course was evacuated when three tennis-ball sized devices were found on the course in June 2010.

3.1.2 Vehicle-Borne Improvised Explosive Devices



Vehicle-borne IEDs (VBIEDs) are improvised explosive devices that are loaded into a car or truck or onto a motorcycle. The vehicle can be parked close to the targeted venue, placed where large numbers of people gather adjacent to the venue perimeter, or driven through barriers and then detonated. VBIEDs are much larger and more dangerous than IEDs because they allow for a higher quantity of explosives to be delivered. VBIEDs are a common means of attack throughout the world. Surveillance by the terrorist(s) often precedes IED and VBIED attacks.

VBIEDs are used commonly as a weapon of choice by terrorists. A VBIED was deployed against the Alfred P. Murrah Federal Building in Oklahoma City in April 1995. The Oklahoma blast claimed 168 lives, including 19 children under the age of 6, and injured more than 680 people. The blast destroyed or damaged 324 buildings within a sixteen-block radius, destroyed or burned 86 cars, and shattered glass in 258 nearby buildings. The bomb was estimated to have caused at least \$652 million worth of damage. Two more recent examples of the attempt to use a VBIED involve outdoor venues. In May 2010, an attempt was made to detonate a crudely made gasoline and propane bomb in a Nissan Pathfinder on a busy Saturday night in Times Square. The bomb did not explode, and a street vendor who spotted smoke coming from the vehicle alerted the police, who cleared the area. In November 2010, a man was arrested by the FBI in Portland, Oregon, after he attempted to detonate what he believed to be an explosives-laden van that was parked near a tree-lighting ceremony in Portland's Pioneer Courthouse Square. The arrest was the culmination of a long-term undercover operation.

3.1.6 Aircraft Attack

Terrorist can and have previously demonstrated the ability to leverage aircraft of any size to deliver attackers, explosives, or hazardous materials to a target area or facility. The aircraft themselves can also be used as a weapon.

There are two significant examples of this attack methodology in recent history. Most notably are the September 11, 2001 attacks on the Pentagon and the World Trade Center in New York City. Another example occurred in February, 2010 when a pilot furious with the Internal Revenue Service crashed his small plane into an Austin, Texas, seven-story office building. Nearly 200 Federal tax employees were employed in that building.

3.1.7 Maritime Attack

Ships and boats of various sizes can be used to deliver attackers, explosives, or hazardous materials. The vessel itself also can be used as a weapon. On October 12, 2000, The USS Cole suffered a suicide attack against while it was harbored and refueling in the Yemeni port of Aden. Seventeen American sailors were killed, and 39 were injured. This event was the deadliest attack against a United States Navy vessel since 1987. The terrorist organization al-Qa'ida claimed responsibility for the attack.

3.1.8 Cyber Attack

Malicious and non malicious actors can infiltrate data processing, transfer, storage, communications, security and surveillance systems to cause economic and operational damage and exploit proprietary information. Attackers can alter, steal, or render information unusable. Information systems can be attacked with the intent of overloading the equipment (e.g., denial-of-service attacks). Attacks on information systems may also result in disruption to, or misinformation about, facilities, mechanical systems such as rides, and emergency communications, potentially endangering patrons or employees. Symantec Corp. reported that, in 2009, 75 percent of organizations suffered a cyber attack and lost an average of \$2 million annually. The report is based on a survey of respondents from a wide variety of industries from 27 countries including 300 U.S. organizations.

3.1.9 Sabotage (Including Insider Threat)

The disruption, damage, or destruction of a venue through sabotage, and the introduction of hazardous materials into the facility are of concern. Sabotage can be perpetrated by employees or by outsiders. Employees may pose a greater threat because they have special knowledge of, and access to the venue. A disgruntled employee can easily undermine even the best security plan.

3.1.10 Small Arms Attack (Including Active Shooter)

Small arms, including automatic rifles, grenade launchers, shoulder-fired missiles, or other such weaponry, can be used to target people (e.g., shooting of civilians) or venues (e.g., standoff assault from outside a perimeter fence). An active shooter is an armed individual who uses deadly force on other persons and continues to do so while having unrestricted

3.3.2 Pandemic

A pandemic is a sudden outbreak of an infectious disease that spreads through human populations across a large region. Over the last few years there have been rising concerns over the likelihood of a pandemic. In June 2009, the World Health Organization announced that the H1N1 virus had met the definitional threshold of a pandemic. In 2009, Mayfest in Fort Worth, Texas, was cancelled because of concern over the spread of the H1N1 virus. The cancellation cost the organizer half a million dollars.

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government agencies with regard to what measures to implement, how extensive they should be, and how long they should be carried out in order to maximize security while staying within the bounds of available resources.

To assist in the decision making process, a risk-based protective posture is recommended. DHS recognizes three factors to calculate risk:

- **Threat:** A natural or manmade occurrence, individual, entity, or action that has or indicates the potential to harm life, information, operations, the environment and/or property. The probability of a manmade threat is determined by examining the intent of an adversary vs. the capability of an adversary.
- **Vulnerability:** Physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard.
- **Consequence:** Effect of an event, incident, or occurrence. The consequence is determined by multiple factors that include, but are not limited to, the loss of life, physical damage to a facility, the economic impact, and the psychosocial impact of an event.

Each outdoor venue should conduct its own risk assessment and tailor its plans according to the risk at its facility. Risk assessments are discussed in greater detail in Section 4.1. Owners and operators of outdoor venues are also encouraged to have a scalable approach to managing risk. The capability to increase protective measures based upon the threats to their property at any given time, and ensuring each increase in the protective posture includes applying every action recommended in the lower risk postures as well, should be considered in the development of this scalable approach.

“Venue owners and operators need to coordinate and cooperate with local law enforcement, emergency responders, and Federal, State, local, tribal, and territorial government agencies with regard to what measures to implement, how extensive they should be, and how long they should be carried out in order to maximize security while staying within the bounds of available resources.”

The protective measures described in this chapter are designed to provide information and assistance to outdoor venue owners and managers, in making decisions on managing risk. When implementing protective measures, owners and operators should make use of additional resources from local law enforcement and emergency management agencies, in addition to the security resources listed in the appendices.

The protective measures described in this chapter are grouped into the following categories:

- Planning and Preparedness
- Incident Management
- Personnel
- Access Control
- Credentialing
- Signage and Notification

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- Connect with Local Emergency Planning Committees that exist in accordance with the provisions of the Community Right to Know Act of 1986 or reach out to the local emergency management agency to take advantage of its knowledge base, networks in the community, and planning efforts.
- Share maps of the venue layout (e.g., blue prints, location of stages, buildings, rides, emergency access routes, first aid stations, concession areas) with local police, fire, and emergency management agencies. In addition, share relevant information, including interior layouts of dark rides, locations of hazardous materials, and locations of fire hydrants. Restrict access to this venue data to these public safety agencies and determine how sensitive information will be handled in their agencies.

Assessments

- Work with local law enforcement and the local FBI field office to conduct a threat analysis, vulnerability assessment, consequence analysis, risk assessment, and security audit of the venue. Ensure that all information obtained by these efforts is kept confidential and that access is restricted.
- Consider the following to determine the most likely threats to the outdoor venue:
 - Determine whether there is a history of a threat type in the area or within the industry, and whether there are trends regarding outdoor venues that will affect the likelihood of an incident.
 - Evaluate the visibility or symbolic importance of the venue and determine whether an adversary would seek to attack based on the symbolic importance (e.g., a theme park is nationally and internationally known; a large outdoor gathering is scheduled on a date of significance; or the nature of the gathering, participants, or location are significant or controversial).
 - Identify and assess other activities and operations (e.g., airports, chemical plants, government buildings, pipelines, rail lines) in the vicinity to determine whether an incident at a nearby facility or infrastructure could pose a hazard to the outdoor venue. Exchange contact information with managers of such facilities and maintain a list of contacts.
 - Determine whether there are crime trends including gang activity that could affect the likelihood of an incident at the venue.
 - Identify adversarial groups and their threat capabilities.
 - Identify the most logical venue threats (e.g., bomb, person with firearms, chemical/biological agent, and suspicious package).
 - Identify dignitaries or other high profile attendees who may be the target of specific threats.
 - Identify particular activities, such as a concert, and areas (e.g., podium, viewing stand, or rides) that may be subject to a specific threat or have enhanced visibility (e.g., may be televised).

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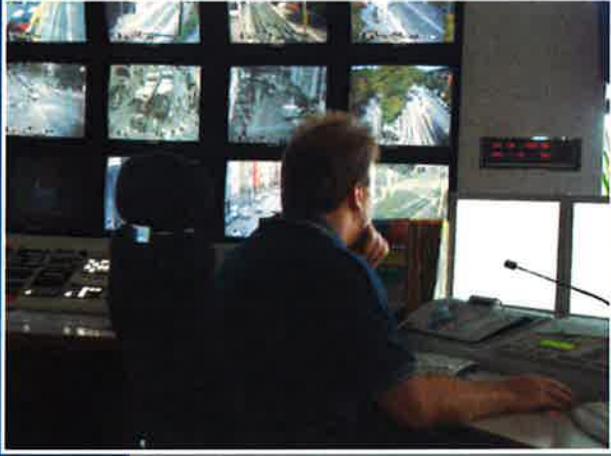


- Work with the local emergency management agency to address procedures for dealing with people with special needs during an emergency. Consider FEMA's *Comprehensive Preparedness Guide 301: Interim Emergency Planning Guide for Special Needs Populations*² as a resource.
 - Establish procedures for event delays and for shutting down the venue and evacuating the grounds in the event that a threat is deemed too serious to continue the event or operation of the venue. Consider the local transportation system (e.g., mass transit, streets, and highways) in evacuation planning. Consider roadway traffic patterns and whether people can get out and emergency responders can get in.
 - Develop procedures to shelter in place if buildings and other suitable structures are available.
 - Develop procedures to address readmission of guests if the need to evacuate is temporary.
- Establish a threat response protocol for when the venue is open to the public and during off-hours:
 - Identify persons internal and external to the facility to be notified and the order in which they should be notified. Ensure the notification list is current.
 - Develop procedures for dealing with hoaxes and false alarms so they will not impact venue activities.
 - Work with the local emergency medical services for recommendations on how to handle medical emergencies. Consider the following:
 - First aid stations, triage, and transport sites.
 - Emergency routes in and out of the facility.
 - Procedures on what employees are supposed to do in a medical emergency.
 - Identify the chain-of-command relative to responding to manmade or natural incidents and roles, responsibilities, and phone numbers for the decision makers. The authority includes actions such as halting activities at the venue, evacuating the area, or coordinating shelter-in-place, if there are buildings on the premises or nearby.
 - Develop flow charts showing the means of communicating decisions and information from the top decisionmaker down to the attendees. Describe primary and backup communication systems such as phones, radios, jumbo screens, and public address systems.
 - Develop audio and video scripts such as public address announcements for specific emergency announcements, including but not limited to natural disasters, weather, bomb threats, and other incidents.

² Comprehensive Preparedness Guide 301: Interim Emergency Planning Guide for Special Needs Populations, http://www.diversitypreparedness.org/Topic/Subtopic/Record-Detail/18/audienceld_15869/resourceId_17720/, accessed February 21, 2011.

4.2 Incident Management

In the event the venue needs to respond to an incident, prepare by considering the following measures:



- Review, test, and update all plans, including security plans and the emergency response plan.
- Maintain a record of security-related incidents. Review regularly to identify patterns or trends. Implement procedures for capturing lessons learned and revising response plans after an incident.
- Maintain a list of specialized responders with phone numbers and other information. Include persons who speak foreign languages, crane and high-reach equipment companies, and other emergency responders.
- Review incident command procedure for responding to an event with local law enforcement, emergency responders, and other government agencies.
- Establish an emergency operations center or emergency command center that can be used to manage safety and security aspects of the venue and to coordinate resources during an incident.
- Determine who will staff the emergency operations center. Staffing may include: Security Director, potential Incident Commander(s), police, fire fighter/EMS personnel, venue management (operations and security), and private security. Ensure that everyone working within the emergency command center understands the protocol and resulting chain of command for handing an issue over to the appropriate government/public safety department.
- Check the status of all emergency response equipment and supplies on a regular basis. Have emergency supplies located in areas where employees can have ready access to them. Regularly inspect and replace items such as batteries, flashlights/glow sticks, bull horns, emergency vests, and battery operated radios.
- Develop a list of personnel who are approved to enter the venue after an incident and assist with recovery activities.
- Review procedures for evacuation and shelter-in-place (for venues that have suitable buildings).

In the event of a credible threat to your venue, geographic area, or industry:

- Review and implement actions specified in the security and emergency response plans. Adjust as necessary to deal with the specific incident conditions.
- Activate the venue's emergency operations center.
- Add and preposition emergency response personnel and equipment to locations that would enable rapid response to an incident.

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- Instructions for maintaining alertness to surveillance activities that could be an indicator of potential terrorist attack (e.g., persons parking, standing, or loitering in the same area over a multiple-day period; significant interest being taken near parking areas, entrances, and areas where trams or buses discharge passengers; and persons questioning venue employees about venue operations and security routines).
- Contact and notification protocols for suspicious situations and emergencies.
- Caution in providing venue information to outsiders.
- Procedures to provide for the safety of employees during a security incident including searches, emergencies, and evacuations.
- Appropriate actions in the event of a bomb threat. Provide checklists and training to employees answering the phone for dealing with phone threats. An example of a Bomb Threat Checklist is provided in Appendix B.



- Train all employees on suspicious activity reporting. Consider incorporating information from the DHS “If You See Something, Say Something” initiative into training. This campaign is intended to raise public awareness of potential indicators of acts of terrorism, crime, and other threats to the homeland. The nationwide campaign emphasizes the importance of reporting suspicious activity to the proper law enforcement authorities.
- Maintain up-to-date security training with refresher courses. Maintain records of employee training that has been completed.
- Review personnel files of recently terminated employees to determine whether they pose a security risk.

Contractors, Vendors, Temporary Employees

- Provide security information and training to contractors, vendors, and temporary employees at the venue. Advise them to be alert to suspicious activity or items, and instruct them on how to report such incidents. Provide instructions outlined in the preceding section for employees on response procedures, as appropriate.
- Require contractors, vendors, concessionaires, and temporary employment agencies to certify that their personnel meet the security and background standards that are required by their contracts.

Volunteers

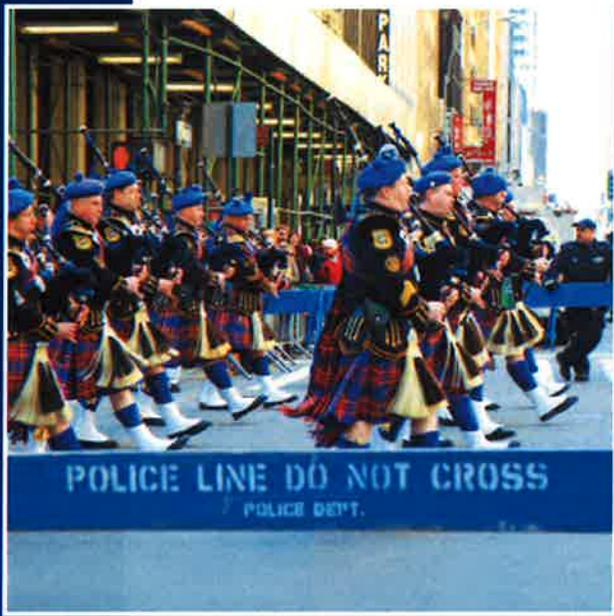
- Provide security information and training to volunteers. Advise them to be alert to suspicious activity or items and gang signs and symbols, and train them on how to report such incidents.
- Consider asking the local police to provide a security awareness training overview to volunteers, as well as employees and contractors.

4.4 Access Control

Access control measures can pertain to the physical access to an outdoor venue by guests, employees, contractors, vendors, temporary employees, volunteers, vehicles, and mail and other deliveries. Measures will vary considerably by the type of venue. Fixed outdoor venues with an established perimeter such as fences and gates will have more options to control access than an open street or public park.

General Measures

- Define the perimeter and areas within the venue that require access control for pedestrians and vehicles.



- Identify especially sensitive or critical areas (e.g., control rooms, communications centers, computer server rooms, shipping areas, mail rooms, fuel or chemical storage tanks, utility service areas, mechanical equipment for rides, staging areas, entertainment stages, food storage areas, viewing stands for dignitaries) that require special access controls. Where possible, locate sensitive equipment and assets in the interior of the venue.
- Maintain the minimum number of access points needed to meet operational and safety requirements. Where necessary, design layered access points that provide multiple opportunities to permit or deny entry. Evaluate and select access control measures for each access point.

- Identify an area extending out from the venue perimeter that can be used to further restrict access to the venue when necessary. Coordinate with local law enforcement on access control measures that can be used in this area.
- Coordinate with local agencies to establish emergency access lanes for fire, police, and EMS personnel. Allow emergency services vehicles to be parked near entrance points and near critical assets or areas to ensure timely response to an incident.
- Keep crowds at access points to a manageable size. Use pedestrian railings to ensure orderly control of crowds at entrances to the venue, ticket counters, and areas within the venue where large numbers of people gather (e.g., entrances to rides and entertainment stages).
- Use rope lines to open up or close off selected areas to pedestrians, as needed.



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Employees, Contractors, Vendors, Temporary Employees, and Volunteers

- Issue identification badges to employees (see Section 4.5 Credentialing). Require all employees, contractors, vendors, temporary employees, and volunteers to display badges at all times. Collect identification badges at the end of their service.
- Practice the response of employees to any person without a badge in a restricted area of the venue. As necessary, issue special employee badges to authorize access to sensitive areas. Utilize an electronic access tracking system to log entry and exit from the venue and/or sensitive areas.
- Escort all non employees when they are in sensitive or critical areas.
- Assess the need for checking personal items, such as bags, when coming into or leaving the venue property.

Buildings, Rooms, Shipping/Receiving Areas, Storage Facilities, Utility Access



- Provide adequate door and window locks, barred entryways, fencing and gate locks, timed closure devices, and other access controls to buildings, rooms, elevators, shipping/receiving areas, storage tanks and bins, utility access points such as manholes and HVAC systems, hazardous materials (e.g., fuels, chemicals), and other areas where access is to be limited. Add intrusion detection systems and alarms as appropriate.
- Utilize higher security controls such as card swipe locks in sensitive or critical areas of venues that have buildings and other permanent facilities. Maintain audit trail of those accessing these areas.

- Provide additional security to buildings and other assets that are on the site perimeter where they may be more open to attempts at unauthorized entry.
- Implement key control procedures. Track holders of all keys. Secure master keys. Require that terminating employees and contractors who have completed their work return all keys.

In the event of a credible threat to your venue, geographic area, or industry:

- Escort all delivery vehicles to the area within the venue where the delivery is made.
- Tow illegally parked vehicles.
- Reduce the number of access points for pedestrians and vehicles. Increase the security (additional guards and inspections) at each open access point.
- Restrict access by non employees (contractors, vendors, visitors) to those needed to support critical activities. Delay non-essential contractor work. Escort essential vendors and contractors while on the premises.
- Review available threat information and consult with law enforcement authorities to determine if the venue should be closed.

4.6 Signage and Notification

Signage and notification are essential to convey important information to guests visiting outdoor venues. The signage protective measures described below should be considered for use by outdoor venues:



- Publicize rules and basic visitor information ahead of time. Provide information on venue entrances, prohibited items, location of parking areas, and public transportation routes accessible to the venue. In addition, publicize whether hand carried items such as purses and backpacks) are subject to inspection. Make this information available on the venue's Web site, in radio announcements, on tickets, and in newspaper advertisements so that attendees can plan their visit and are not surprised when items such as coolers or backpacks are not allowed at the venue.
- Ensure signage in parking areas identifies items (e.g., backpacks, glass containers, coolers) that visitors may not carry into the venue.
- Ensure signage clearly marks what types of access is allowed through a particular area of the venue. Signage is also recommended for directing delivery trucks to their appropriate destination and checkpoint.
- Post signage relating to emergency ingress and egress routes, first-aid stations, and shelters.
- Use signage (e.g., electronic signage, posters on easels) to instruct visitors on what to do in the event of severe weather.
- Establish a "Security Awareness Campaign" through information provided on the venue's Web site, mailings, and signage on the grounds to encourage patrons and workers to report suspicious activity to the nearest venue staff, security officer, or law enforcement officer.

4.7 Barriers

The use of physical barriers and controls can serve a variety of purposes at an outdoor venue. Barriers can designate a space or provide legal boundaries for a property, control the entry and traffic flow of both pedestrians and vehicles, provide a standoff distance from explosives, and potentially deter hostile surveillance and unauthorized access. Barriers can be temporary or permanent, natural (e.g., rivers, waterways, steep terrain, and plants) or manmade (e.g., fencing, walls, bollards, planters, and concrete barriers). In open areas adjacent to roadways, barriers are critical to protecting crowds from vehicular traffic.



Venue Perimeter Barriers

- Evaluate the need for perimeter barriers around the venue. Consider natural features such as hills, woods, waterways that could either enhance or inhibit security at the facility. For outdoor events in an open area, consider temporary railings and fences.

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In the event of a credible threat to your venue, geographic area, or industry:

- Deploy temporary barriers (e.g., bollards, Jersey barriers, heavy vehicles, and equipment) to increase standoff distances and provide additional access control.
- Deploy temporary barriers to slow the flow of traffic into the venue.

4.8 Communication and Notification

Communication protective measures for an outdoor venue can encompass equipment, protocols, and information sharing, including the following:

General Measures

- Develop a communication and notification plan that covers voice, data, and video transfer of information related to safety and security. Provide a simple and straightforward means for people to communicate the presence of a potential threat or an emergency.

Communications Equipment



- Ensure there are systems (e.g., public address, cell phones, pagers, etc.) that provide a timely means to communicate with all people at the venue including employees, security personnel, emergency response teams, and patrons in order to notify and instruct what to do in an emergency situation. There must be reliable, secure communications such as handheld two-way radios between the emergency operations center and the employees operating the public address system and video screens in order for the emergency command center to authorize and direct the broadcast of emergency scripts and messages.
- Provide redundant communication channels (e.g., telephone, radio, pager, public address system) that can be used in the event that one channel is disabled.
- Ensure that there are procedures and equipment for communicating with local law enforcement and emergency responders. Test systems regularly and train employees in the use of the communication systems.
- Have emergency communication equipment such as special cell phones, emergency radios) available for use in the event that all primary channels are unavailable.
- Coordinate with communication service providers (e.g., telecommunications companies) on plans and procedures for restoring service in the event of a disruption.

Communications Protocols

- Develop a notification protocol that outlines who should be contacted in emergencies. Designate who is to contact whom within the venue and within outside organizations.

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- Monitor work being done adjacent to the venue (e.g., road construction, utility equipment servicing) for signs of unusual activities (e.g., planting packages near assets or gathering places).
- Ensure security personnel regularly inspect the site perimeter, parking lots, equipment, trash containers, and sensitive or critical areas for signs of security issues. Even if there are roving patrols of the venue, individuals may need to be assigned to stages or other special areas where there is equipment to prevent theft or tampering.
- Train security staff to identify surveillance techniques including identifying activities such as suspicious loitering or taking photos of utility systems.
- Coordinate with the local police department on the use of trained and certified dogs to check for explosives or other dangerous items.



- Assess the need for surveillance cameras to provide coverage for the perimeter, sensitive and critical areas, vehicle roadways, parking lots, and the buffer zone around the venue. Consider video surveillance equipment (e.g., closed-circuit television (CCTV), lighting). Provide coverage for the perimeter, sensitive and critical assets in the venue, vehicle roadways and parking lots, and building entrances. Include coverage of buffer zone around the venue.

- If surveillance cameras are used, train personnel to interpret video and identify potential security-related events. Review recordings regularly for unusual activities or patterns. If appropriate, provide video feed to local law enforcement. Inspect and test all video equipment regularly.
- Mount digital security cameras on high structures within the venue. These can be used to assist security on the ground in finding a customer who is trying to avoid security or to find a lost child.
- Monitor people entering and leaving the venue. Train monitors to detect suspicious behavior (e.g., unusually bulky clothing that might conceal weapons or unusual packages).
- Monitor the activities of contractors, delivery personnel, and vendors while they are at the facility for unusual behavior.
- Inspect packages and backpacks carried by people entering sensitive or critical areas, including employees, vendors, and visitors.

Vehicles

- Monitor all vehicles approaching an entrance or gathering of people for signs of threatening or suspicious behavior (e.g., unusually high speed, vehicles riding particularly low, vehicles emitting a chemical odor, occupants keeping the windows open even in cold or inclement weather). Prepare to take defensive action against vehicles exhibiting such behavior (e.g., engage barriers, deploy security vehicles).
- Use random inspections or inspection of all vehicles, as appropriate.

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- Install and maintain up-to-date cybersecurity techniques (e.g., firewalls, virus protection, spyware protection encryption, user authentication) and software patches. Monitor computer systems regularly to detect any patterns of probing, hacking, or intrusions.
- Regularly test computer security measures such as audits and penetration testing.
- Identify any critical communications, industrial control (such as access control, HVAC, water distribution systems), and information technology systems that support critical venue operations and implement cybersecurity defensive technologies to protect them from unauthorized access.
- Control physical access to IT equipment (e.g., computer rooms, payment systems, surveillance systems, and areas where control systems that operate rides and other operations are housed). Install locks and access controls to allow only authorized personnel to enter. Provide communication capabilities to allow rapid reporting of incidents.
- Ensure that vendors practice up-to-date cybersecurity techniques (e.g., firewalls, user authentication). Monitor control and payment systems regularly to detect patterns of hacking or intrusion.
- Carefully validate the credentials of all contractors and vendors given access to computer systems and ensure that access to systems is on a need-to-know basis.
- Develop a recovery and restoration plan to return computer and control systems to full functionality after an incident. Test these plans and procedures.
- Test all applications that involve the handling of sensitive information for potential vulnerability to compromise.
- Review the venue's Web site to ensure it does not contain any sensitive information such as staff contact information, proprietary information, financial information, host or customers details, technical specifications, and chemical and biological data. Ensure that the Web site is protected with up-to-date security software.

4.11 Infrastructure Interdependencies



Theme parks, amusement parks, and fairgrounds are complex entities that must rely on utilities and other infrastructure to continue their day-to-day operations. For outdoor gatherings that occur only once or a few times a year, infrastructure to support the event may have to be put in place especially for the event (e.g., portable toilets, generators). The following protective measures relate to the protection of utilities, including electric power, natural gas, water, telecommunications, and others:

- Ensure that the venue has adequate utility service capacity to meet normal and emergency needs. Identify all utility service points that support the outdoor venue.

4.12 Food and Beverage Services

Outdoor venues incorporate a wide range of food and beverage services, including restaurants and open air concession stands. In some cases, food may be the central theme of a festival. Consider the following measures for food service operations:



Planning

- Coordinate with the local health department to assess food security procedures and operations. For outdoor gatherings that take place only once or a few times a year, coordinate with the health department during the planning stage. The U.S. Department of Health and Human Services Food and Drug Administration's (FDA) *Guidance for Industry: Retail Food Stores and Food Service Establishments: Food Security Preventive Measures Guidance*⁵ is a resource for planning and implementing food security measures.
- Ensure that all food service operations, including those of concessionaires, have the appropriate permits and licenses.
- Install portable hand-washing stations.

Training

- Incorporate food security awareness into staff training, including information on how to prevent, detect, and respond to tampering or other malicious, criminal, or terrorist actions or threats. Include temporary, contract, and volunteer staff in training. Ensure that concessionaires are trained in methods to prevent and identify food contamination and that they meet all required certifications. The FDA's *Employee's FIRST*⁶, is an FDA initiative that food industry managers can include in their ongoing food defense training programs. (See Appendix D: Additional Resources – Web Sites).

Incoming Products

- Use only known and appropriately licensed or permitted sources for incoming products, where applicable.
- Inform suppliers, distributors, and transporters about FDA's *Guidance for Industry: Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance*⁷.
- Establish food and beverage delivery schedules. Do not accept unexplained or unscheduled deliveries (see section 4.9). Investigate delayed or missed shipments.
- Record food and beverage deliveries with the date, time, vehicle registration number, and company name; obtain identification information from the person(s) making deliveries.

⁵ US Food and Drug Administration, www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/FoodDefenseandEmergencyResponse/ucm082751.htm, accessed February 21, 2011.

⁶ U.S. Food and Drug Administration, www.fda.gov/Food/FoodDefense/Training/ucm135038.htm, accessed February 21, 2011.

⁷ U.S. Food and Drug Administration, www.fda.gov/Food/FoodDefense/FoodSecurity/default.htm.

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- Coordinate with the National Weather Service to stay up-to-date with natural hazard conditions that could adversely impact operations or force a shut down or evacuation of the venue. The FEMA Emergency Management Institute Course, “Anticipating Hazardous Weather & Community Risk (IS-271),”⁹ provides guidance to emergency managers to anticipate and prepare for hazardous weather through familiarization with NWS products and development of partnerships with the NWS in advance of any threat. IAVM offers a specialized training class and a Webinar on severe weather planning. Information is available on the IAVM Web site.¹⁰
- If the venue uses a National Oceanic and Atmospheric Administration (NOAA) radio or lightning detection equipment/software, ensure that personnel have the appropriate training and are monitoring it for hazardous weather conditions.
- Consider working with a private weather company to provide fee-for-forecast services, including e-mail, and pager notification.
- Evaluate the need for lightning detection equipment.
- Evaluate the need for sirens.
- Post instructions on the venue’s Web site, on placards in the parking area, and within the venue explaining what to do in the event of lightning or other severe weather.

⁹ FEMA Emergency Management Institute, IS-271 Anticipating Hazardous Weather & Community Risk, <http://training.fema.gov/EMIWeb/IS/is271.asp>, accessed February 21, 2011.

¹⁰ IAVM Web page, www.iavm.org/, accessed February 21, 2011.

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MOA	Memoranda of Agreement
MOU	Memoranda of Understanding
NDMS	National Disaster Medical System
NIPP	National Infrastructure Protection Plan
NOAA	National Oceanic and Atmospheric Administration
NWS	National Weather Service
OPSEC	Operations Security
PPE	Personal Protective Equipment
RMS	Risk Management Series
SOP	Standard Operating Procedure
SSA	Sector-Specific Agency
VBIED	Vehicle-Borne Improvised Explosive Device
VIP	Very Important Person

to admission control points. They can be constructed from a variety of materials, and may be designed to prevent some types of movement while permitting others (such as bollards that block motor vehicles while enabling pedestrians to pass through). Barriers can be placed to direct passenger flow and deter access to isolated or hidden locations.⁸

Biological Attack. A biological attack is the intentional release of a pathogen (disease causing agent) or biotoxin (poisonous substance produced by a living organism) against humans, plants, or animals. An attack against people could be used to cause illness, death, fear, societal disruption, and economic damage. An attack on agricultural plants and animals would primarily cause economic damage, loss of confidence in the food supply, and possible loss of life. It is useful to distinguish between two kinds of biological agents:

- Transmissible agents that spread from person to person (e.g., smallpox, Ebola) or animal to animal (e.g., foot and mouth disease).
- Agents that may cause adverse effects in exposed individuals but that do not make those individuals contagious to others (e.g., anthrax, botulinum toxin).⁹

Bomb Threat. The communication through the use of mail, e-mail, telephone, telegram, or other instrument of commerce; the willful making of any threat; or the malicious conveyance of false information knowing the same to be false which concerns an attempt

⁸ U.S. Department of Transportation, Transit Security Design Considerations, <http://www.globalsecurity.org/security/library/report/2004/transit-security-design-appd.htm>, accessed February 2011.

⁹ U.S. Department of Homeland Security, Biological Attack: What Is It?, http://www.dhs.gov/files/publications/gc_1245181954420.shtm, accessed February 22, 2011.

being made, or to be made; to kill, injure, intimidate any individual; or unlawfully to damage or destroy any building, vehicle, or other real or personal property by means of an explosive.¹⁰

Capability. Means to accomplish a mission, function, or objective.¹¹

Chemical Attack. Spreading of chemicals with the intent to do harm. The Chemical Weapons Convention defines a chemical weapon as “any toxic chemical or its precursor that can cause death, injury, temporary incapacitation, or sensory irritation through its chemical action.”¹²

Computer Virus. A program that spreads by first infecting files or the system areas of a computer or network router’s hard drive and then making copies of itself. Some viruses are harmless, others may damage data files, and some may destroy files. Viruses used to be spread when people shared floppy disks and other portable media. Now viruses are primarily spread through email messages.¹³

Consequence. Effect of an event, incident, or occurrence.¹⁴

Countermeasure. Action, measure, or device that reduces an identified risk.¹⁵

¹⁰ University of Tennessee-Martin, Bomb Threat Information, <http://www.utm.edu/alerts/bomb.php>, accessed February 22, 2011.

¹¹ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

¹² The Federal Bureau of Investigation (FBI), Potential Terrorist Attack Methods, <http://info.publicintelligence.net/PotentialTerroristAttackMethods.pdf>, Accessed February 22, 2011.

¹³ U.S. Department of Homeland Security, Computer Emergency Readiness Team (US-CERT), Virus Basics, http://www.us-cert.gov/reading_room/virus.html, accessed February 22, 2011.

¹⁴ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

¹⁵ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism, or other manmade disasters.²²

Emergency Operations Center (EOC).

The physical location in which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary workplace or may be located in a more central or permanently established workplace, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (i.e., fire, law enforcement, and medical services), by jurisdiction (i.e., Federal, State, regional, tribal, city, county), or some combination thereof.²³

Emergency Plan. The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.²⁴

Evaluation. Process of examining, measuring and/or judging how well an entity, procedure, or action has met or is meeting stated objectives.²⁵

Function. Service, process, capability, or operation performed by an asset, system, network, or geographic area.²⁶

Fusion Center. Many states and larger cities have created state and local fusion centers to share information and intelligence within their jurisdictions as well as with the federal government. The Department, through the Office of Intelligence and Analysis, provides personnel with operational and intelligence skills to the fusion centers. This support is tailored to the unique needs of the locality and serves to:

- help the classified and unclassified information flow,
- provide expertise,
- coordinate with local law enforcement and other agencies, and provide local awareness and access.²⁷

Hazard. Natural or manmade source or cause of harm or difficulty.²⁸

Homeland Security Information Network (HSIN). A national secure and trusted web-based portal for information sharing and collaboration between federal, State, local, tribal, territorial, private sector, and international partners engaged in the homeland security mission.²⁹

Implementation. Act of putting a procedure or course of action into effect to support goals or achieve objectives.³⁰

Improvised Explosive Device (IED). A homemade bomb and/or destructive device used to destroy, incapacitate, harass,

²² U.S. Department of Homeland Security, Federal Emergency Management Agency. The National Incident Management System (NIMS), <http://www.fema.gov/emergency/nims>, accessed February 22, 2011.

²³ U.S. Department of Homeland Security, Federal Emergency Management Agency. The National Incident Management System (NIMS), <http://www.fema.gov/emergency/nims>, accessed February 22, 2011.

²⁴ U.S. Department of Homeland Security, Federal Emergency Management Agency, National Response Framework Center, <http://www.fema.gov/emergency/nrf/glossary.htm#E>, accessed February 22, 2011.

²⁵ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

²⁶ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

²⁷ U.S. Department of Homeland Security. State and Local Fusion Centers, http://www.dhs.gov/files/programs/gc_1156877184684.shtm, accessed February 22, 2011.

²⁸ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

²⁹ U.S. Department of Homeland Security, Homeland Security Information Network, http://www.dhs.gov/files/programs/gc_1156888108137.shtm, accessed February 22, 2011.

³⁰ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

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Mitigation. Ongoing and sustained action to reduce the probability of, or lessen the impact of, an adverse incident.⁴⁰

Natural Hazard. Source of harm or difficulty created by a meteorological, environmental, or geological phenomenon or combination of phenomena.⁴¹

Network. Group of components that share information or interact with each other in order to perform a function.⁴²

Nuclear or Radiological Attack. An attack method using a weapon with explosive power resulting from the release of energy by the splitting of nuclei of a heavy chemical element, such as plutonium or uranium (fission), or by fusing of nuclei from a light element, such as hydrogen (fusion).⁴³

Physical Security. Describes measures used to protect assets (including computers) from damage caused by physical forces such as explosion, impact and fire.⁴⁴

Private Sector. Organizations and entities that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.⁴⁵

Protective Measures. Includes equipment, personnel, training, and procedures designed to protect a facility against threats and to mitigate the effects of an attack. Protective measures are designed to meet one or more of the following objectives:

Defend Respond to an attack to defeat adversaries, protect the facility, and mitigate any effects of an attack.

Detect Spot the presence of adversaries and/or dangerous materials and provide responders with information needed to mount an effective response.

Deter Make the facility more difficult to attack successfully.

Devalue Lower the appeal of a facility to terrorists; that is, make the facility less interesting as a target.⁴⁶

Resilience. Ability to adapt to changing conditions and prepare for, withstand, and rapidly recover from disruption.⁴⁷

Risk. Potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences.⁴⁸

Risk Assessment. Explicit or implicit decision not to take an action that would affect all or part of a particular risk.⁴⁹

⁴⁰ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁴¹ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁴² U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁴³ The Federal Bureau of Investigation (FBI), Potential Terrorist Attack Methods, <http://info.publicintelligence.net/PotentialTerroristAttackMethods.pdf>, accessed February 22, 2011.

⁴⁴ Congressional Research Service (CRS), Critical Infrastructure and Key Resources: Definition and Identification, <http://www.fas.org/sgp/crs/RI/32631.pdf>, accessed February 22, 2011.

⁴⁵ U.S. Department of Homeland Security, Federal Emergency Management Agency, NIMS Resource Center: Glossary of Terms, <http://www.fema.gov/emergency/nrf/glossary.htm>, accessed February 22, 2011.

⁴⁶ Homeland Security Institute, Homeland Security Strategic Analysis: Mission Area Analysis, <http://www.homelandsecurity.org/hsireports/MAAReportFinal28Mar07public.pdf>, accessed February 22, 2011.

⁴⁷ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁴⁸ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁴⁹ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

Threat Assessment. Process of identifying or evaluating entities, actions, or occurrences, whether natural or manmade, that have or indicate the potential to harm life, information, operations, and/or property.⁵⁹

TRIPwire Community Gateway. A secure online portal designed specifically for the Nation's critical infrastructure owners, operators, and private security personnel. TRIPwire Community Gateway provides expert threat analyses, reports, and relevant planning documents to help key private sector partners anticipate, identify, and prevent IED incidents.⁶⁰

Trojan Horse. A computer program that hides a virus or other potentially damaging program. A Trojan horse can be a program that purports to do one action when, in fact, it is performing a malicious action on your computer. Trojan horses can be included in software that you download for free or as attachments in e-mail messages.⁶¹

Vehicle-borne IEDs (VBIED). Vehicular-borne improvised explosive devices laden with explosives and driven directly at a target.⁶²

Vulnerability. Physical feature or operational attribute that renders an entity, asset, system, network, or

geographic area open to exploitation or susceptible to a given hazard.⁶³

Vulnerability Assessments. Product or process for identifying physical features or operational attributes that render an entity, asset, system, network, or geographic area susceptible or exposed to hazards.⁶⁴

Worms. A type of virus that can spread without human interaction. Worms often spread from computer to computer and take up valuable memory and network bandwidth, which can cause a computer to stop responding. Worms can also allow attackers to gain access to your computer remotely.⁶⁵

⁶³ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁶⁴ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁶⁵ U.S. Department of Homeland Security, Computer Emergency Readiness Team (US-CERT). Virus Basics, http://www.us-cert.gov/reading_room/virus.html, accessed February 22, 2011.

⁵⁹ U.S. Department of Homeland Security, Risk Lexicon, <http://www.dhs.gov/xlibrary/assets/dhs-risk-lexicon-2010.pdf>, accessed February 22, 2011.

⁶⁰ U.S. Department of Homeland Security, Technical Resources for Incident Prevention (TRIPwire), http://www.dhs.gov/files/programs/gc_1184339971040.shtm, accessed February 22, 2011.

⁶¹ U.S. Department of Homeland Security, Computer Emergency Readiness Team (US-CERT). Virus Basics, http://www.us-cert.gov/reading_room/virus.html, accessed February 22, 2011.

⁶² Congressional Research Service (CRS), Improvised Explosive Devices (IEDs) in Iraq and Afghanistan: Effects and Countermeasures, <http://research.flt.edu/fip/documents/SecNews1.pdf>, accessed February 22, 2011.

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Terrorists may attempt to send chemical, biological, or radiological (CBR) materials through the mail. Although it is not possible to list all CBR indicators because of the diversity of the materials, a sample list is provided below.

Suspicious mail may have the following characteristics:

- An unfamiliar sender
- No return address
- Inaccurate address, possibly to someone no longer employed with the venue
- Writing in an unfamiliar style
- Unusual postmarks, or a substantial overpayment of postage
- A padded envelope
- Unusually heavy for its size
- Marked as "personal" or "confidential"
- Oddly shaped or lopsided
- Pin-sized hole(s) visible in the envelope
- A strange smell
- Stained or damp packaging

Indicators of chemical, biological or radiological materials in the mail include:

- Finely powdered material, possibly with the consistency of sugar
- Sticky substances
- Sprays and vapors
- Metal or plastic pieces
- Strange smell (although some CBR materials are odorless and tasteless)

If you receive a suspicious letter or package:

- Stop
- Do not handle it
- Isolate it immediately
- Do not open, smell, or taste it
- Activate your emergency plan
- Notify a supervisor

If you suspect the mail or package contains a bomb (explosive), radiological, biological, or chemical threat:

- Isolate area immediately
- Call 911
- Wash your hands with soap and water

Appendix C: Additional Federal Resources

Homeland Security Information Network (HSIN)

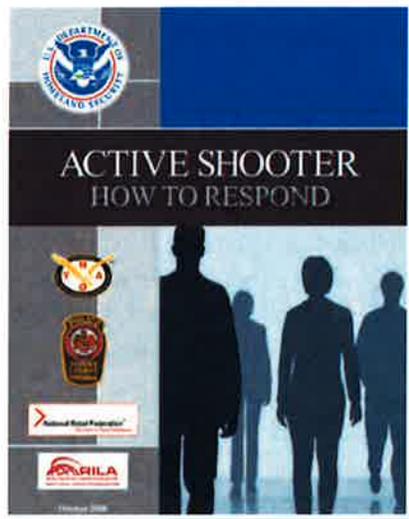
HSIN is an Internet-based platform used by the U.S. Department of Homeland Security (DHS) to facilitate the sharing of information necessary for coordination, operational plans, mitigation, and response to incidents by the government and the private sector.

HSIN allows for secure, encrypted communications between DHS and the private sector, including sector specific threat information. The Commercial Facilities Sector maintains an independent site on the HSIN portal.

Within the Commercial Facilities Sector portal, there is a specific portal for the Outdoor Venues Subsector, allowing venue owners and operators to communicate with each other, independent from DHS or other government agencies.

HSIN offers many dynamic resources and tools including:

- 24/7 availability
- Document Libraries, including:



- Active Shooter-How To Respond
- Protective Measures Guide for the U.S. Outdoor Venues Industry
- “HSIN Jabber” instant messaging tool
- Web conferencing
- Incident reporting
- Common Operational Picture (COP), which provides situational awareness and analysis
- Integrated Common Analytical Viewer (iCAV), which gives geographical visualization
- Announcements
- Discussion boards
- Task lists
- Calendars
- Really Simple Syndication (RSS) Feeds
- Online training materials

The HSIN network is open to security representatives, owners, and operators of commercial facilities. To gain access, send a request for membership to hsin.helpdesk@dhs.gov. Please include your name, official e-mail address, phone number, organization, job title/responsibilities, supervisor’s name, supervisor’s e-mail address, phone number, and note that you are part of the Outdoor Venues Subsector.

Requests received via e-mail will be forwarded back to the Commercial Facilities Sector-Specific Agency for consideration.

To determine which information-sharing environment most meets your needs, please go to http://www.dhs.gov/files/programs/gc_1189168948944.shtm and click on the appropriate box to receive specific critical information sector information.

and DHS infrastructure protection resources. PSAs support DHS and our national protection mission by fostering improved coordination at the State and local level through their execution of training programs and provide a local perspective to the national risk picture.

With an average of 20 years of anti-terrorism and security experience, these dedicated critical infrastructure and vulnerability assessment experts are recruited from, live, and work in local communities. They provide a federally funded resource to communities and businesses to assist in the protection of critical assets.

The role of the PSA includes the following responsibilities:

- Supporting the development of the national risk picture by assisting in identifying, assessing, monitoring, and minimizing risk to critical assets at the State, local, or district level;
- Facilitating, coordinating, and/or performing vulnerability assessments for local critical infrastructure;
- Assisting (upon request) with security efforts coordinated by state Homeland Security Advisors;
- Providing guidance on established security practices;
- Conveying local concerns and sensitivities to the DHS and other Federal agencies;
- Communicating requests for Federal protection training and exercises;
- Providing reach-back capability to the DHS or other Federal government resources; and
- Providing local context and expertise to DHS to ensure community resources are used appropriately, efficiently, and effectively.

For more information about the PSA program, contact: psadutydesk@hq.dhs.gov.

Vulnerability Assessments

The DHS conducts specialized facility assessments to identify vulnerabilities of critical infrastructure, including assets within the Commercial Facilities Sector and Outdoor Venues Subsector. These vulnerability assessments provide the foundation of the risk-based implementation of protective programs designed to prevent, deter, and mitigate the risk of a terrorist attack while enabling timely, efficient response and restoration in an all-hazards post-event situation.

U.S. Department of Homeland Security's Cyber Security Evaluation Tool (CSET)

DHS is responsible for protecting our Nation's critical infrastructure from physical and cyber threats that can affect our national security, public safety, and economic prosperity. The National Cyber Security Division (NCSD) coordinates the Department's efforts to secure cyberspace and our Nation's cyber assets and networks.

Critical infrastructures are dependent on information technology systems and computer networks for essential operations. Particular emphasis is placed on the reliability and resiliency of the systems that comprise and interconnect these infrastructures.

The CSET is a DHS product that assists organizations in protecting these key national cyber assets. This tool provides users with a systematic and repeatable approach for assessing the security posture of their cyber systems and networks.

To learn more about the CSET please contact: CSET@dhs.gov.

to help companies plan for their future, as well as useful links to resources providing more detailed business continuity and disaster preparedness information.

www.ready.gov/business/index.html

U.S. Department of Homeland Security's-Computer Emergency Readiness Team (US-CERT)

US-CERT is responsible for analyzing and reducing cyber threats and vulnerabilities, disseminating cyber threat warning information, and coordinating incident response activities. US-CERT collaborates with Federal agencies, private sector, the research community, State and local governments, and international entities. By analyzing incidents reported by these entities and coordinating with national security incident response centers responding to incidents on both classified and unclassified systems, US-CERT disseminates reasoned and actionable cybersecurity information to the public.

www.us-cert.gov/cas/signup.html

US-CERT encourages reporting any suspicious activity, including cybersecurity incidents, possible malicious code, vulnerabilities, and phishing related scams.

www.us-cert.gov

American Association of Poison Control Centers (AAPCC)

AAPCC provides a network of toxicology experts ready to speak on more than 20 subject area specialties, including chemical and biological weapons, "pharming" (the misuse of prescription drugs), carbon monoxide, and childhood poisoning. AAPCC member poison centers maintain a 24/7 Poison Help hotline. The Poison Help hotline provides immediate access to poison-exposure management instructions and information on potential poisons.

www.aapcc.org/DNN/

ASIS International

ASIS International is the preeminent organization for security professionals, dedicated to increasing the effectiveness and productivity of security professionals by developing educational programs and materials that address broad security interests, as well as specific security topics.

www.asisonline.org/

ASIS International's Pre-employment Background Screening Guideline

This guideline presents practical information concerning the value of pre-employment background screening, the importance of the application form, important legal issues and considerations (such as the Fair Credit Reporting Act, privacy issues, State laws, rules, and regulations), the key elements of pre-employment background screening, the types of information to utilize in verifying the key elements, the use of credit card reporting agencies in pre-employment background screening, and an appendix of a sample pre-employment background screening flow chart. The guideline is available as a single, free download to ASIS members and is available for purchase to non-members.

www.asisonline.org/guidelines/published.htm

Canadian Center for Emergency Preparedness

The Canadian Centre for Emergency Preparedness (CCEP) is a federally incorporated, not-for-profit organization based in Burlington, Ontario. Its goal is to foster the development of a disaster-resilient Canada through individuals, communities, and businesses.

<http://www.ccep.ca/>

crucial in helping security and human resource managers communicate to senior managers the risk to which the organization is exposed. http://www.cpmi.gov.uk/documents/publications/2010/2010037-risk_assment_ed3.pdf

Centre for the Protection of National Infrastructure - Guide to Producing Operational Requirements for Security Measures

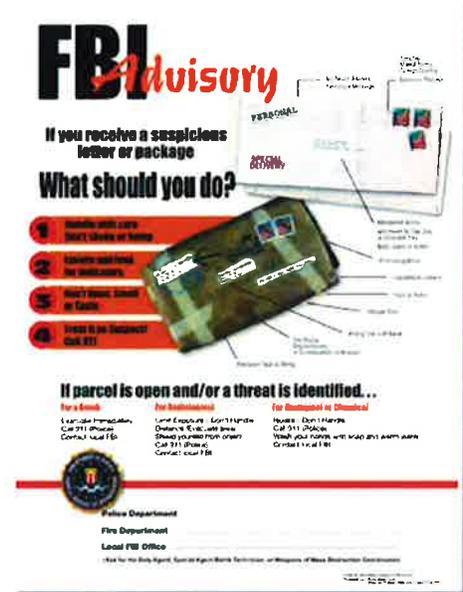
This guide aimed at ensuring that appropriate security measures are recommended to manage the risk to a level acceptable to all stakeholders. It introduces the concept of a structured methodology for determining the security requirements. http://www.cpmi.gov.uk/documents/publications/2010/2010001-op_reqs.pdf

Community Emergency Response Teams (CERT)

The CERT Program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. <http://www.citizencorps.gov/cert/>

Federal Bureau of Investigation (FBI)

This PDF presentation from the FBI outlines the basic identification of a suspicious package and the actions that should be taken if personnel encounter such a package. <http://www.adl.org/security/fbi.pdf>



Federal Emergency Management Agency (FEMA)

FEMA has nearly 4,000 standby disaster assistance employees who are available for deployment after disasters. www.fema.gov/

FEMA Independent Study Program

The Emergency Management Institute (EMI) offers self-paced courses designed for people who have emergency management responsibilities and the general public. All are offered free-of-charge to those who qualify for enrollment. FEMA's Independent Study Program offers courses that support the nine mission areas identified by the National Preparedness Goal: Incident Management, Operational Planning, Disaster Logistics, Emergency Communications, Service to Disaster Victims, Continuity Programs, Public Disaster Communications, Integrated Preparedness, and Hazard Mitigation. <http://training.fema.gov/IS/>

FEMA 452: Risk Assessment: A How-To Guide to Mitigate Potential Terrorist Attacks

Part of the FEMA's Security Risk Management Series, the objective of this how-to guide is to outline methods for identifying the critical assets and functions within buildings, determining the threats to those assets, and assessing the vulnerabilities associated with those threats. The scope of the methods includes reducing physical damage to structural and nonstructural components of buildings and related infrastructure, and reducing resultant casualties during conventional bomb attacks, as well as attacks involving CBR agents.

www.fema.gov/plan/prevent/rms/rmsp452.shtm

FEMA 453: Safe Rooms and Shelters - Protecting People Against Terrorist Attacks

Part of the FEMA's Security Risk Management Series, the objective of this manual is to provide guidance for engineers, architects, building officials, and property owners to design shelters and safe rooms in buildings. This manual presents information about the design and construction of shelters in the workplace, home, or community building that will provide protection in response to manmade hazards.

www.fema.gov/library/viewRecord.do?id=1910

FEMA 455: Risk Assessment: A How-To Guide to Mitigate Potential Terrorist Attacks

Part of the FEMA's Security Risk Management Series, this manual provides guidance for building inspectors, architects and engineers on quickly and effectively determining what, if any, are

the risks posed to the building by natural hazards, terrorist attacks, and other threats to the building's structural integrity.

www.fema.gov/library/viewRecord.do?id=1567

FEMA 459: Incremental Protection for Existing Commercial Buildings from Terrorist Attack

Part of the FEMA's Security Risk Management Series, this manual provides guidance to owners of existing commercial buildings and their architects and engineers on security and operational enhancements to address vulnerabilities to explosive blasts and CBR hazards. It also addresses how to integrate these enhancements into the ongoing building maintenance and capital improvement programs. These enhancements are intended to mitigate or eliminate long term risk to people and property.

www.fema.gov/library/viewRecord.do?id=3270

Federal Emergency Management Agency – Rapid Visual Screening of Buildings for Potential Seismic Hazards: A Handbook. Second Edition

This handbook presents a method to quickly identify, inventory, and rank buildings posing risk of death, injury, or severe curtailment in use following an earthquake. The Rapid Visual Screening (RVS) procedure can be used by trained personnel to identify potentially hazardous buildings with a 15- to 30-minute exterior inspection, using a data collection form included in the handbook.

www.fema.gov/library/viewRecord.do?id=3556

on NOAA Weather Radio, a network of radio transmitters that broadcasts weather forecasts, severe weather statements, watches, and warnings 24 hours a day.

www.nws.noaa.gov/

Office for Security and Counter Terrorism - Expecting the Unexpected

This guide is the result of a partnership between the business community, police, and business continuity experts of the United Kingdom. It advises on business continuity in the event and aftermath of an emergency and contains useful ideas on key business continuity management processes and a checklist. <http://www.cabinetoffice.gov.uk/sites/default/files/resources/expecting-the-unexpected.pdf>

Overseas Advisory Council (OSAC)

OSAC is a Federal Advisory Committee with a U.S. Government Charter to promote security cooperation between American business and private sector interests worldwide and the U.S. Department of State. OSAC currently encompasses the 34-member core Council, an Executive Office, more than 110 Country Councils, and more than 6,800 constituent member organizations. www.osac.gov/

U.S. Army Chemical, Biological, Radiological, Nuclear (CBRN) School

The Chemical, Biological, Radiological, Nuclear (CBRN) School trains Joint and International Service members, develops leaders, supports training in units, develops multiservice and Army doctrine, builds the future CBRN force, and is the Joint Combat Developer for the Joint

Chemical, Biological, Radiological, and Nuclear Defense Program.

www.wood.army.mil/wood_cms/usacbrns.shtml

U.S. Army Technical Escort Unit

The 20th Support Command integrates, coordinates, deploys, and provides trained and ready Chemical, Biological, Radiological, Nuclear and High Yield Explosives (CBRNE) forces. The unit is capable of exercising command and control of specialized CBRNE operations to support Joint and Army force commanders primarily for overseas contingencies and warfighting operations, but also in support of homeland defense. The unit maintains technical links with appropriate Joint, Army, Federal and State CBRNE assets, as well as the research, development, and technical communities to assure Army CBRNE response readiness.

www.cbrne.army.mil/

U.S. Department of Health and Human Services' Office of Emergency Preparedness

The National Disaster Medical System (NDMS) is a federally coordinated system that augments the Nation's medical response capability. The overall purpose of the NDMS is to supplement an integrated national medical response capability for assisting State and local authorities in dealing with the medical impacts of major peacetime disasters and to provide support to the military and the Department of Veterans Affairs medical systems in caring for casualties evacuated back to the United States from overseas armed conventional conflicts.

www.hhs.gov/aspr/oepo/ndms/

FOR OFFICIAL USE ONLY



CAPE BLANCO MUSIC FESTIVAL
Cape Blanco - Sixes, OR - AT AIRPORT RD
GA Only - See separate plan for Camping/Special
Needs/VIP parking on Cape Blanco Rd
Contact - Matt at Westates 541 344-0304

↑
NORTH
 Not to Scale

SIGN COUNT

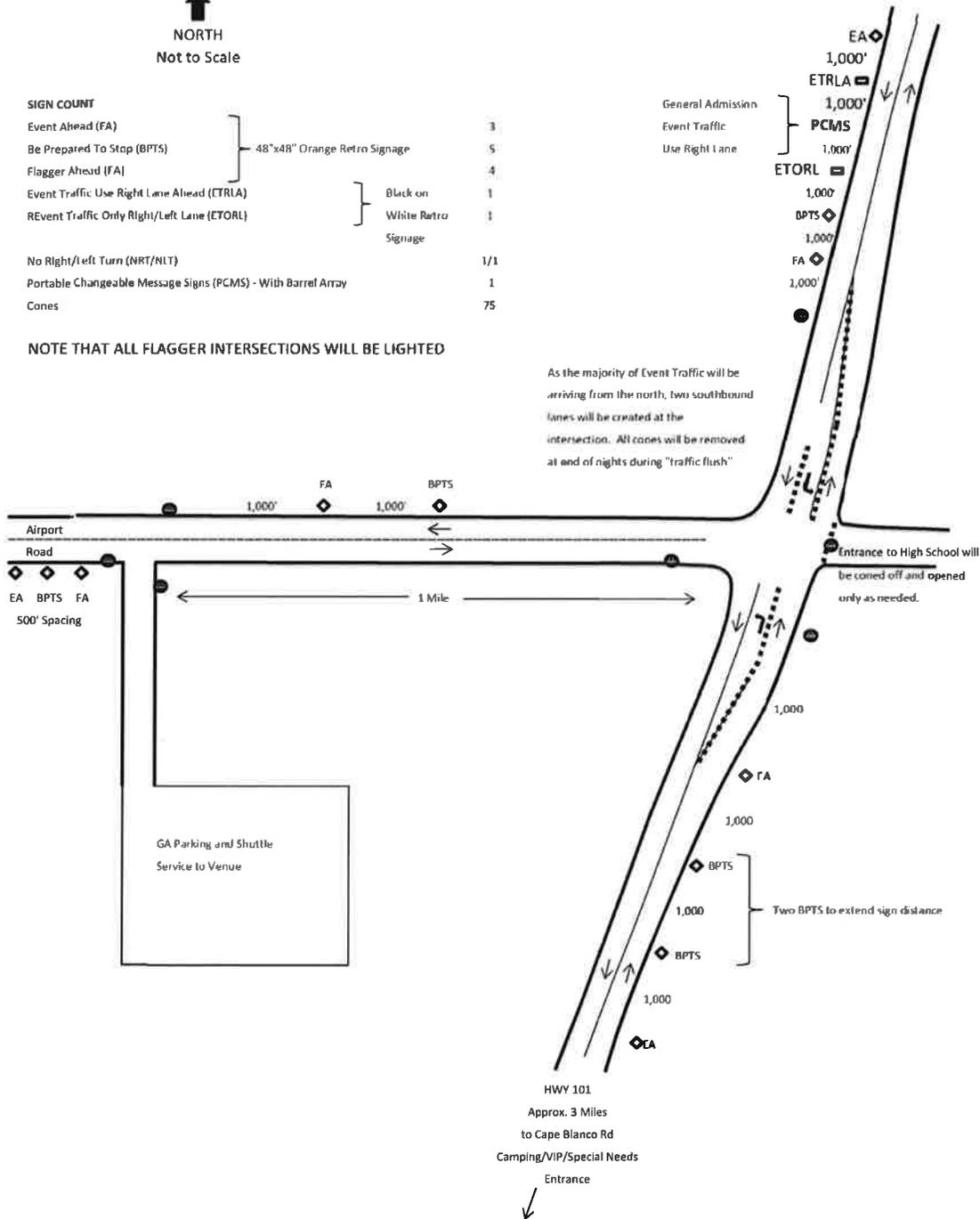
Event Ahead (FA)	} 48"x48" Orange Retro Signage	3
Be Prepared To Stop (BPTS)		5
Flagger Ahead (FA)		4
Event Traffic Use Right Lane Ahead (ETRLA)		} Black on White Retro Signage
REvent Traffic Only Right/Left Lane (ETORL)	1	
No Right/Left Turn (NRT/NLT)		1/1
Portable Changeable Message Signs (PCMS) - With Barrel Array		1
Cones		75

NOTE THAT ALL FLAGGER INTERSECTIONS WILL BE LIGHTED

Set by the morning of July 18

PCMS
 Placed near Floras Lake Rd north of Denmark
 "EVENT TRAFFIC AHEAD"
 "July 29 thru July 31"

↑
 19 Miles
 to Bandon



BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of a Resolution)
Setting a Hearing on an Application)
On a Proposed Outdoor Mass)
Gathering – Cape Blanco Country)
Music Festival)

RESOLUTION NO. R2016-05

WHEREAS, Promoter BootsNBeach, LLC., has submitted to the Board of Curry County Commissioners a permit application to hold an outdoor mass gathering, to wit: the proposed Cape Blanco Country Music Festival sponsored by BI-Mart to be held on July 28-31st, 2016; and

WHEREAS, the proposed event would be held on private property about six miles north of Port Orford, Oregon, off of Highway 101 on Cape Blanco Road; and

WHEREAS, the application satisfies the requirements of ORS 433.750;

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

- 1) A hearing on the application for the mass gathering will be held on April 20, 2016, at 10:30 A.M. in the Commissioners' Hearing Room, Courthouse Annex, 94235 Moore Street, Gold Beach, Oregon.
- 2) Notice of the Hearing shall be published in one or more newspapers of general circulation in the County at least ten calendar days before the hearing in accordance with ORS 433.750(4).
- 3) The County shall give notice of the hearing to the county sheriff, the county health officer and the chief of the fire district in which the gathering is to be held.

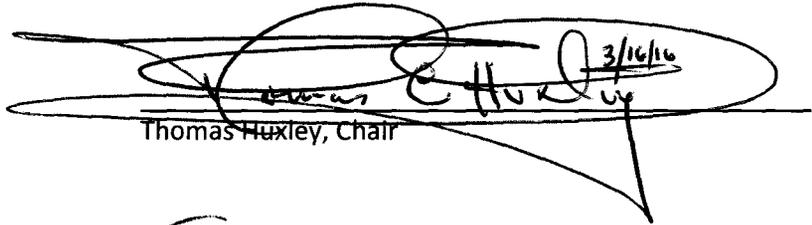
DATED this 16 day of March, 2016.

CURRY COUNTY BOARD OF COMMISSIONERS

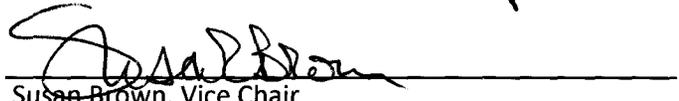
Approved as to form:



John Hutt
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: Moss Adams Contract Renewal

AGENDA DATE^a: 4/20/2016 **DEPARTMENT:** Commissioner **TIME NEEDED:** 10 min

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

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229 **TODAY'S DATE:**
4/13/2016

BRIEF BACKGROUND OR NOTE^b: The Moss Adams contract will be expiring soon, discussion on putting out an RFP or continuing with Moss Adams

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- 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: New Business

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

CURRY COUNTY BOARD OF COMMISSIONERS
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: Review of & Authority to Modify BOC Agendas Prior to Publication

AGENDA DATE^a: 4-20-2016 **DEPARTMENT:** Commissioner **TIME NEEDED:** 10 min

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

CONTACT PERSON: Tom Huxley **PHONE/EXT:** 3213 **TODAY’S DATE:** 4-13-2016

BRIEF BACKGROUND OR NOTE^b: * Authority - Modification of Item Order on Agenda List

* Authority - Modification of extremely long anticipated BOC meetings * Maximum length of estimated meetings without BOC approval to continue the meeting past a specified time (3 hr. suggested) *Estimated meeting time 4 hr. 37 min. Actual meeting time of April 6, 2013 BOC meeting - 5 hr. 10 min.

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Discussion/Decision

(1)Example Agenda (4/6/2016) Actual vs. Estimated Meeting Time: Actual Meeting Length 5 hr. 10 min.

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: **Agenda Ammendments**

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

EXAMPLE: ACTUAL VS. ESTIMATE MEETING TIME



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, April 06, 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. Estimated times of items are in ().*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. AGENDA AMENDMENTS

- a. **ADDITION:** Item 5.ii Curry County Public Transit (CCPT) Bus Purchase Reimbursement Request Deisel #41 – Commissioner Brown
- b. **ADDITION:** Item 5.iii Curry County Public Transit (CCPT) Bus Purchase Reimbursement Request Gas #32 – Commissioner Brown

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS

5. ADMINISTRATIVE ACTIONS/ APPOINTMENTS

- a. **3** Curry County Cooperative Law Enforcement Agreement Modification 4 to incorporate 2016 Operating and Financial Plans – Sheriff (15min)
- b. **14** Intergovernmental Agreement for Planning Services Between the County and the City of Gold Beach – Community Development (10min)
- c. **20** Order Amending and Adopting Curry County Personnel Rules – Article 13 (Appointments) and Article 24 (Conduct and Discipline) – Personnel (10min)
- d. **32** Budget Preparation Proposal from D. Wagar – Finance (15min) **Contract in Supp Folder**
- e. **36** Transportation and Growth Management (TGM) Grant Support Letter for Brookings Airport (KBOK) – Administration (5min) **Sig Auth to the Chair**
- f. **41** Workshop Policy Proposed Amendments – Administration (10min)
- g. **46** Appointment to the Retired & Senior Volunteer Program (RSVP) Advisory Council – Commissioner Brown (5min)
- h. **51** Order Appointing Ryan Ringer to the CCD Business Development Board of Directors – Commissioner Brown (2min)
- i. **55** Curry County Public Transit (CCPT) Bus Purchase Reimbursement Request – Commissioner Brown (5min) **Sig Auth to Commissioner Brown**
 - ii. **Supp** Curry County Public Transit (CCPT) Bus Purchase Reimbursement Request Deisel #41 – Commissioner Brown **Sig Auth to Commissioner Brown**
 - iii. **Supp** Curry County Public Transit (CCPT) Bus Purchase Reimbursement Request Gas #32 – Commissioner Brown **Sig Auth to Commissioner Brown**

Items 1-5
77 min

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.

6. PRESENTATIONS TO THE BOARD

- a. **59** Moss Adams Review: Audited Financial Statements Ended June 2015 (45min)

7. NEW BUSINESS

- a. **60** Border Coast Regional Airport Authority Terminal Construction Funding – Commissioner Brown (10min)
- b. **109** Letter of Support for Sudden Oak Death Task Force – Commissioner Smith (10min)
- c. **121** National County Government Month: Coffee with the County – Administration (10min)

Items 6-7
75 min

8. OLD BUSINESS

- a. **133** Discussion on How To Get the GIS System Back Online and Continue the Work Needed to Complete the Project – Commissioners (30min)
- b. **134** Last Minute Agenda Item Additions – Commissioner Huxley (10min)
- c. **154** Draft Ordinance Regarding the Taxation of Cannabis – Counsel (45min)
- d. **172** Real Property Task Force Recommendations, Group 2 – Administration (15min)

9. PROCLAMATIONS/RESOLUTIONS/ LEGISLATIVE ACTIONS

- a. **180** Child Abuse and Prevention Awareness Month – April- Child Advocacy (10min)
- b. **183** Rural Impact County Challenge Resolution – Commissioner Brown (10min)

10. CONSENT CALENDAR (5min)

- a. **189** Minutes 12-21-2016 BOC Workshop
- b. **192** Minutes 01-06-2016 BOC General Meeting
- c. **200** Minutes 02-04-2016 BOC Workshop
- d. **204** Minutes 02-17-2016 BOC General Meeting
- e. **213** Minutes 03-02-2016 BOC General Meeting
- f. **222** Minutes 07-22-2015 BOC Workshop
- g. **225** Minutes 07-29-2015 BOC Special Meeting

Items 8-14
125 min

Items 8-14 2hr 5min. Actual 3 hr. (including 15 min break)

11. COMMISSIONER UPDATES/ LIAISON & STAFF REPORTS

12. ANNOUNCEMENTS

- a. Anyone who would like to be included on the email list for County Public Notices can do so by contacting the Board of Commissioners Office.
- b. Board of Commissioners Workshop on Wednesday 04-13-2016 at 10:00 a.m.
- c. Members needed for RSVP, contact Vicky McGuiness at 541-247-3280
- d. A member needed for the Ambulance Service Area Advisory Committee that has Emergency Room Doctor experience, contact Commissioner Brown at 541-247-3229
- e. A member is needed for the Compensation Board who is knowledgeable in personnel and compensation management. Contact Julie Schmelzer at 541-247-3253.

13. EXECUTIVE SESSION

14. ADJOURN

Actual Estimate 4 hr. 37 min. Actual meeting length - 5 hr. 10 min.

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: Real Property Recommendations, Group 3

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Econ Dev **TIME NEEDED:** 25 min

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

CONTACT PERSON: Julie Schmelzer **PHONE/EXT:** 3253 **TODAY'S DATE:** April 13, 2016

BRIEF BACKGROUND OR NOTE^b: These matters were reviewed at the April 13, 2016 Workshop, and the consensus was to forward them to the Board for further discussion and action.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Exhibit

(1)Memorandum and Attached Exhibits

(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) Parks
3. If Land Transaction, filed with the clerk? Yes No N/A

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Old Business

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

(If Yes, brief detail) Authorizes staff to proceed

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



Julie A. Schmelzer
Director of Administration and Economic Development

94235 Moore Street/Suite #122

Gold Beach, OR 97444

Ph. 541-247-3253

schmelzerj@co.curry.or.us

www.co.curry.or.us

MEMORANDUM

Date: April 13, 2016

To: Curry County Board of Commissioners

From: Julie A. Schmelzer

Re: Real Property Recommendations

I would like to present Group 3 of the Real Property Task Force recommendations regarding county property. These parcels and ideas were discussed at a Workshop on April 13, 2016, and are being submitted for consideration and action at your Regular Meeting to be held April 20, 2016.

Project A

First, one of the recommendations made by the Task Force was that the county complex be rebuilt out of the tsunami zone. The complex is shown in pink on attached Exhibit A.

We are fortunate that a member of the public has offered to 'trade' the county for 17 acres out of the tsunami zone for which we can rebuild the complex. The 17 acre parcel is outlined in black on Exhibit B. (The tsunami trail behind Riley Creek School goes to this property, and there is a flat area ideal for a helicopter pad, all necessities in the event of a tsunami.)

The 17 acre parcel was originally platted (but not recorded) as a housing development (Exhibit C). The staff proposal is that the county seek grant funding to build a new county complex, and, sell the residential lots to pay for any county match and/or expenses. Once the lots are sold, the grants can be secured, and construction begin.

Project B

Once the county complex is vacated, it can be sold or leased for various land uses. Staff recommendations are shown on Exhibit D. Simply, we need to provide for senior housing, middle class housing, and high end housing. These housing options are being recommended for the County Courthouse. It is recommended the County Jail become a restaurant.

We lack office space in Gold Beach. It is suggested the County Annex be converted to professional office space.

There is a need to provide for the homeless by providing shelter, showers, counseling, and other services. It is encouraged the county consider the RSVP/Veteran/Maintenance structure for these services.

Lastly, it is recommended the 'Pocket Park' be converted to a fountain highlighting the rich history of the area, offering a little more culture to the city. The suggested fountain style is shown in Exhibit D as well.

Project C

The gentleman offering the county the 17 acres referenced in Project A, above, would like to trade his land for the 'Floras Lake' area parcels. These parcels are shown as the southerly portion of Exhibit E.

The Task Force discussed the Floras Lake parcels in depth. There were discussions about logging and selling the land, using it for a county park, and trading it to the state or federal government. The final Task Force recommendation was to trade it/sell it to expand the adjacent public land, and the deed declare the land remain in public ownership into perpetuity.

Trading the land as proposed in Project A would contradict, in part, the Task Force's recommendations. However, it would help support the other recommendation that the complex be built in a safe zone. (Be advised at the time the Task Force finalized their recommendations, the land referenced in Project A was not available.)

Project D

The county owns 40 acres near Pistol River (Exhibit F). Task Force recommendations included retaining the parcel for future use. Staff analysis shows a need for 'high end' camping (glamorous camping, aka 'glamping'), and, a wedding venue. The parcel in question is near the river, the ocean, and a proposed golf course. It is ideal for a unique coastal wedding venue or business retreat. Staff recommendations for this parcel are shown on Exhibit G.

Project E

The county has an opportunity to buy the old mill site on Jerry's Flat Road (Exhibit H). It is Staffs' recommendation the county work with DEQ, and other state agencies, to purchase this property. The proposal is to use it as a park, dog park, mass gathering site (e.g. a music festival) and for log rolling competitions. In addition, the existing black top should be repaved and basketball, tennis and pickleball courts added. A band shelter should also be erected over existing foundations (located between the ponds), a dog park built southwest of the large pond (reusing the fencing from the Brookings Airport), and, the area at the far southwest end, and gravel area on the river side of the road, be reserved for future camping. The river side should also be enhanced for a multi-lane boat launch with designated trailer parking.

The property on the inland side of the road has had some contamination, but has been 'cleaned-up' and approved for industrial use. However, due to location, and lack of sewer, among other reasons, the property has not been purchased for such use. Staff has had several conversations with DEQ, and, if the county is interested in pursuing this property, we would continue to work with DEQ to ensure all clearances are obtained for the uses suggested.

Actions

It is my recommendation the Board of Commissioners consider the following action: *“Direct County Counsel to pursue researching the legality of trading the 17 acres privately owned by Crook for the Floras Lake parcels referenced; re-class the Pistol River property to the Juvenile and Parks Department with direction to begin pursuing grants for a glamping park and wedding venue; and, begin negotiations with the old mill site land owner’s representative, and DEQ, to ensure the site can be used for the purposes stated, and to agree on a fair purchase price, contingent on grant funding and donations, and final Board approval. Furthermore, if the old mill site is purchased, it shall be classified as being under the jurisdiction of the Juvenile and Parks Department.”*

In advance, thank you for your consideration.

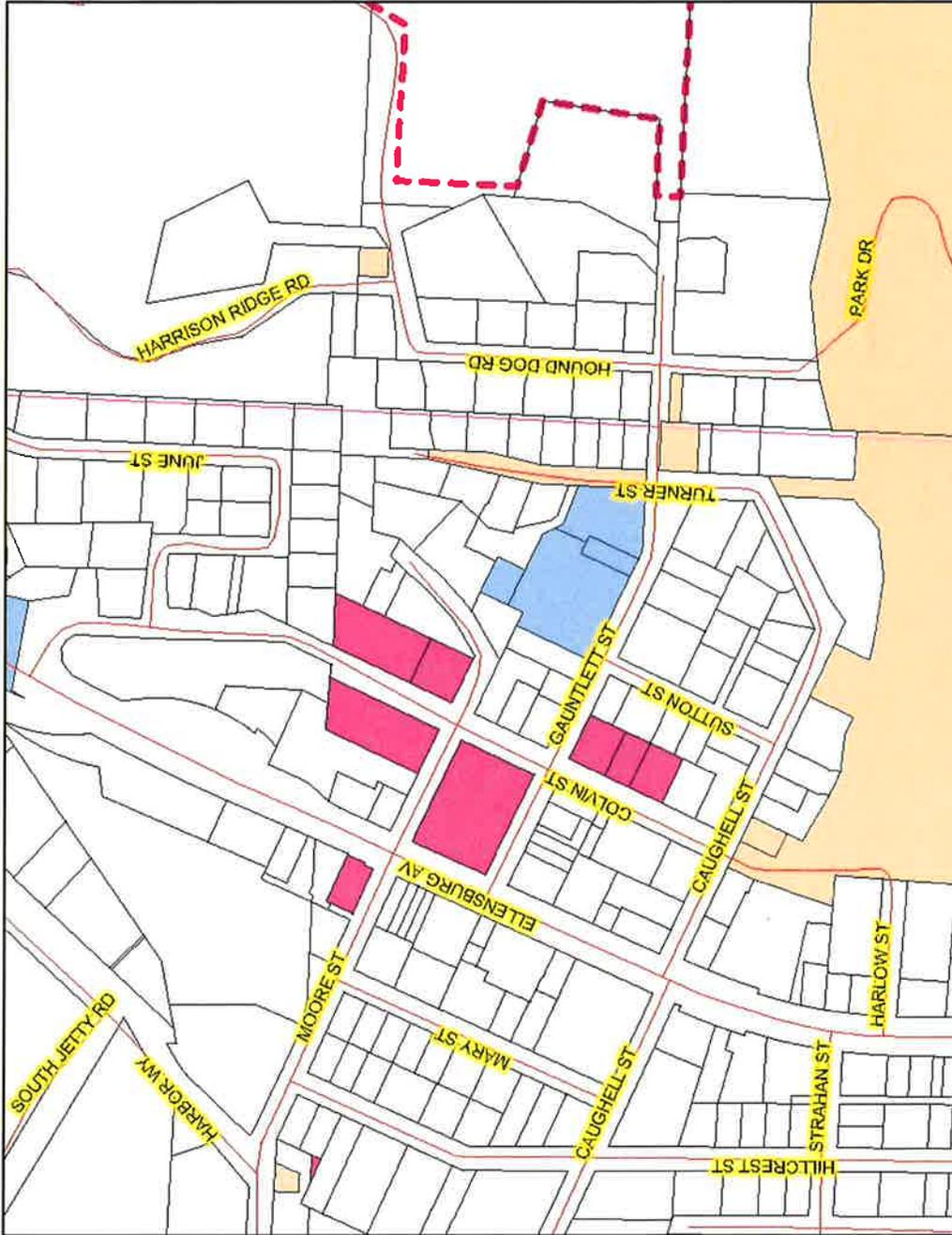
A handwritten signature in black ink, appearing to be the initials 'JPS' or similar, written in a cursive style.

Curry County Enterprise GIS



- Legend**
- ROADS ORTHO CORRECTED
 - PARCELS
 - SDE.CURRY.VIEW_OWNER_PUB-LIC
 - City
 - County
 - State
 - USA
 - CITY LIMITS
 - TOWNSHIP

Scale: 1:4,151



Map center: 42° 25' 0.7" N, 124° 25' 3.7" W

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

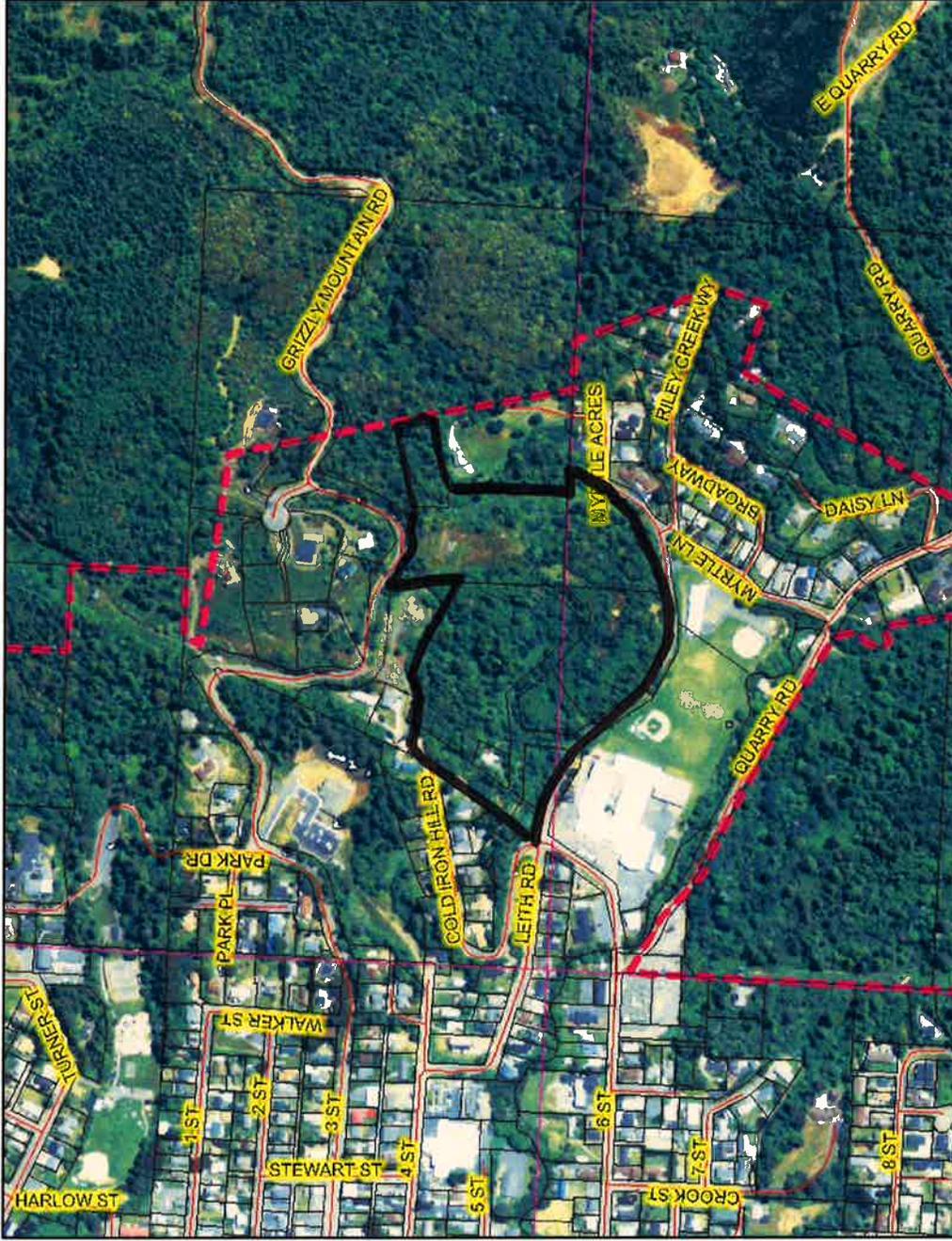
Curry County Enterprise GIS



- Legend**
- ROADS ORTHO CORRECTED
 - PARCELS
 - CITY LIMITS
 - TOWNSHIP



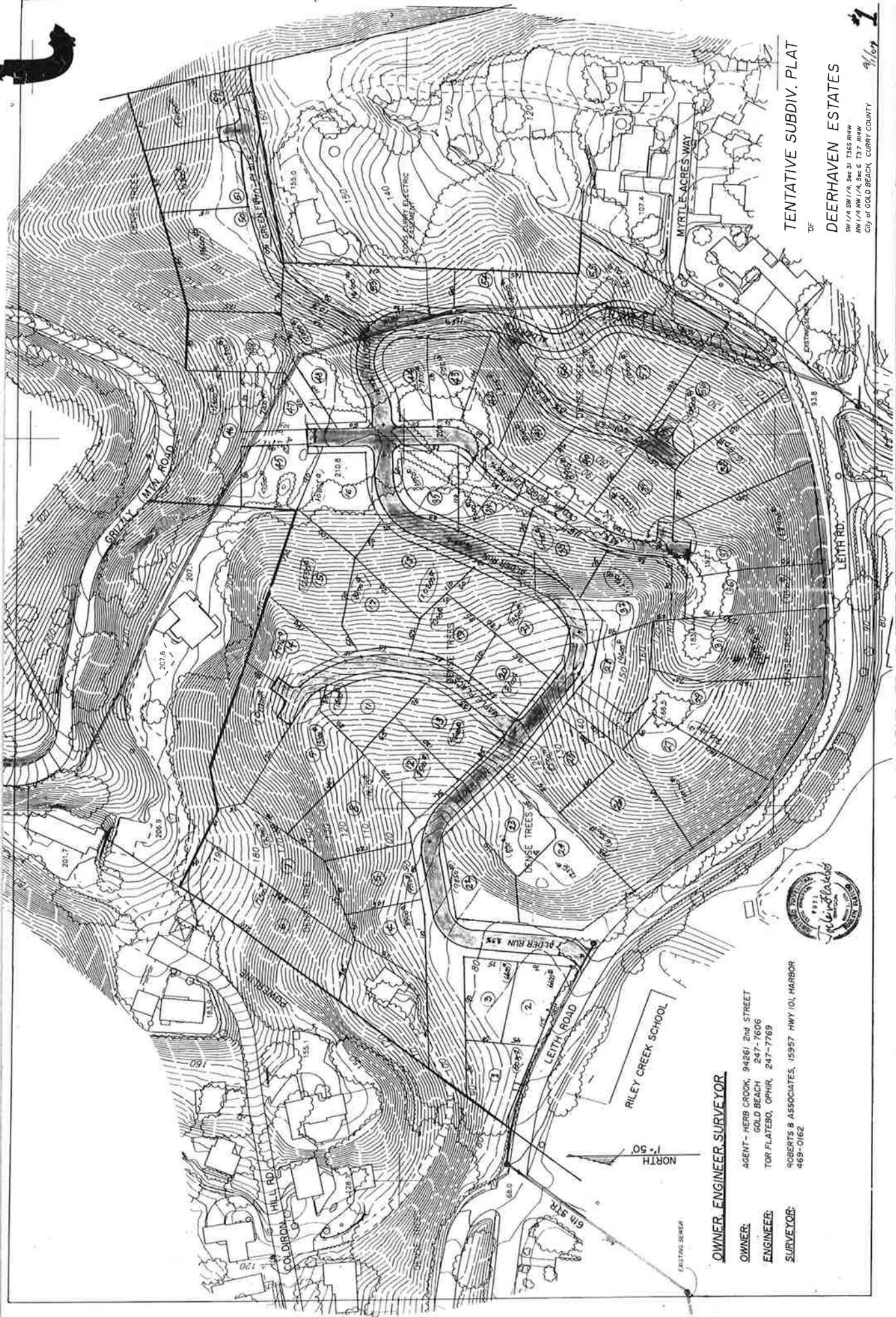
Scale: 1:7,004



0 700 1400 2100 ft.

Map center: 42° 24' 40.6" N, 124° 24' 42.3" W

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TENTATIVE SUBDIV. PLAT
 OF
 DEERHAVEN ESTATES
 SW 1/4 SW 1/4, Sec 31, T35S R4W
 NW 1/4 NW 1/4, Sec 6, T37 R4W
 City of GOLD BEACH, CURRY COUNTY

9/1/69



OWNER ENGINEER SURVEYOR

OWNER: AGENT - HERB CROOK, 94261 2nd STREET
 GOLD BEACH, 247-7606
ENGINEER: TOR FLATEBO, OPHR, 247-7769
SURVEYOR: ROBERTS & ASSOCIATES, 15957 HWY 101, HARBOR
 463-0162

1" = 50'
 NORTH

OLD ELLENSBURG TOWNHOUSES

Former County Courthouse

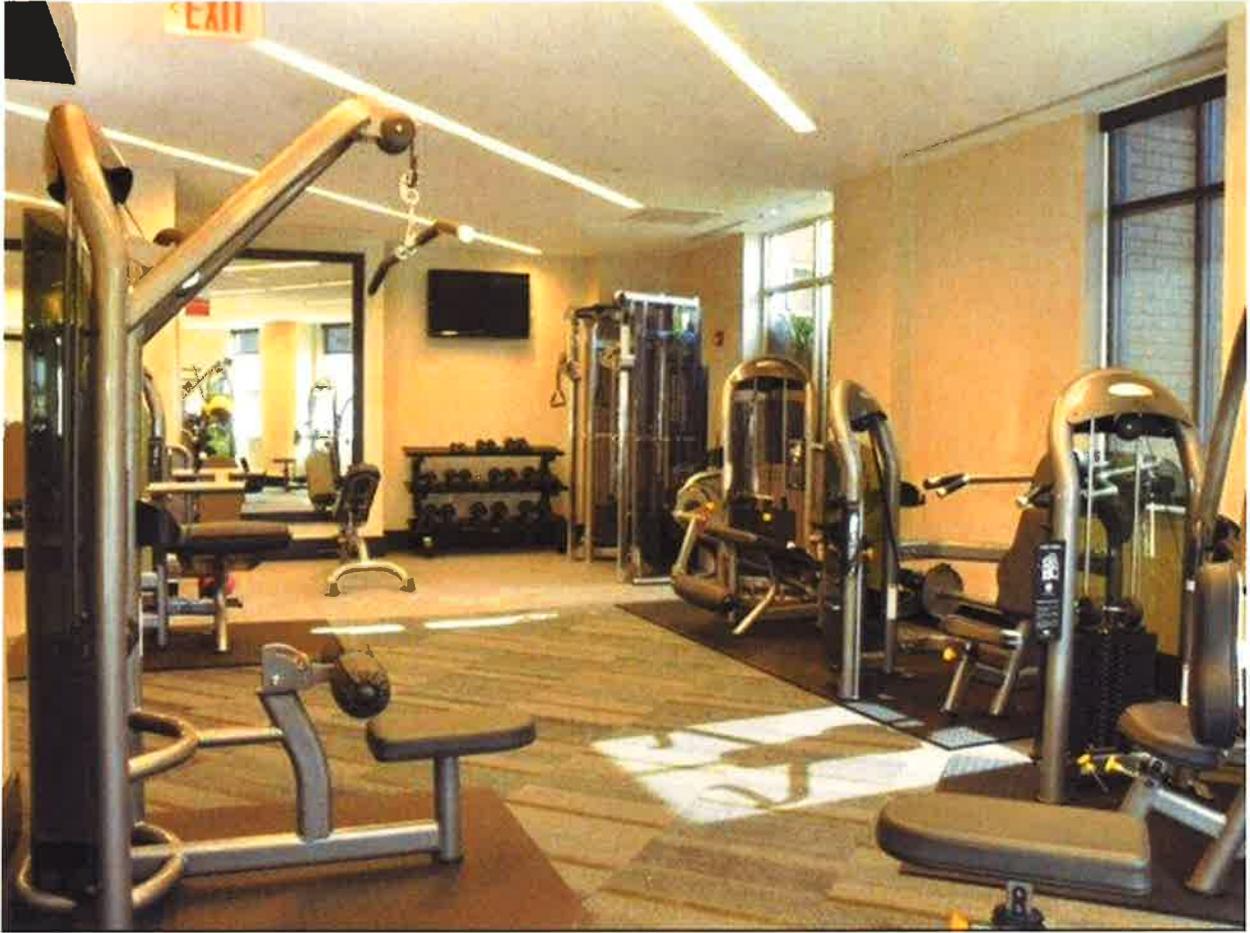
GOAL: Reuse of a former county courthouse/create middle class housing to high-end housing options.

LOCATION: Curry County Courthouse

PROPOSAL:

- Lower level dedicated to seniors, gymnasium, common area...

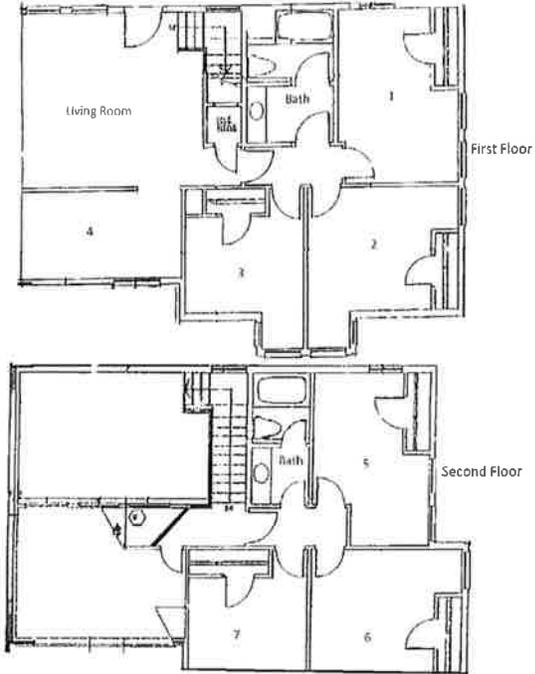




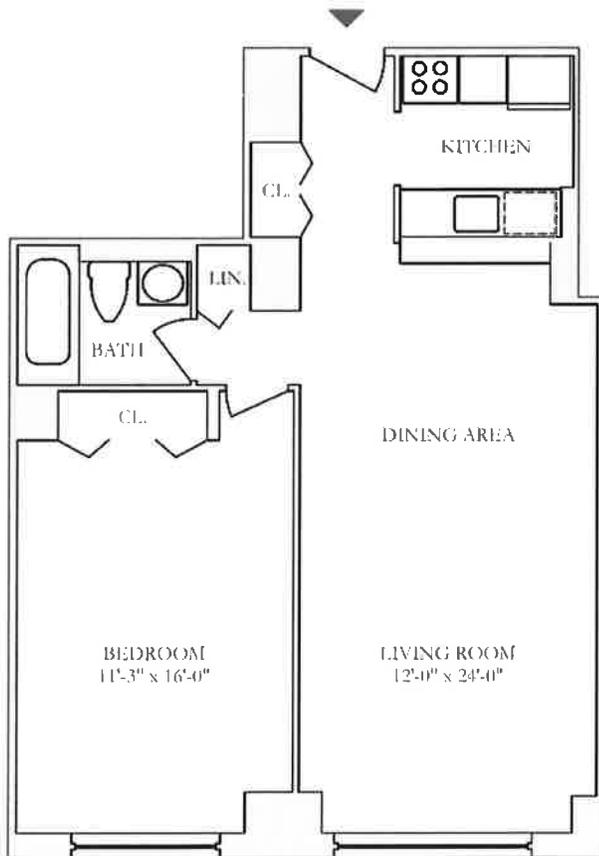
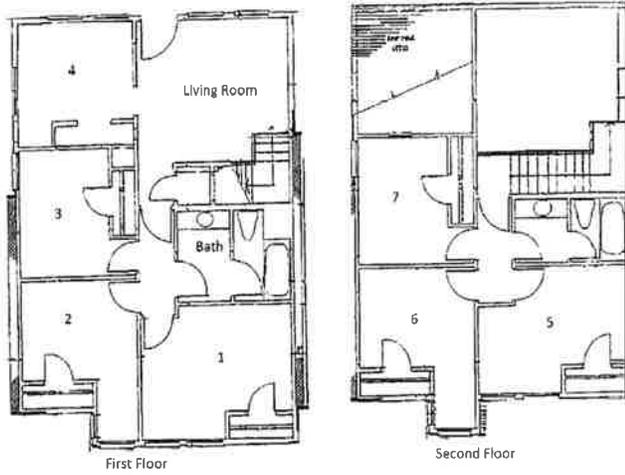
- Remaining levels converted to housing, with top floor the highest price/penthouse views...Examples room layouts to follow.



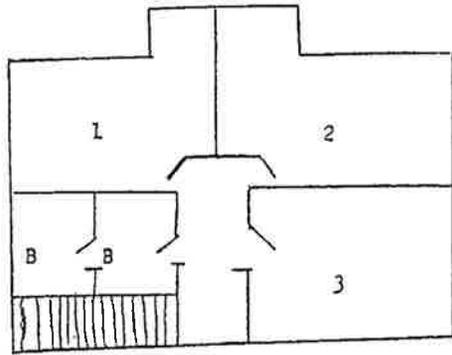
Andrews Court 9



Andrews Court 10

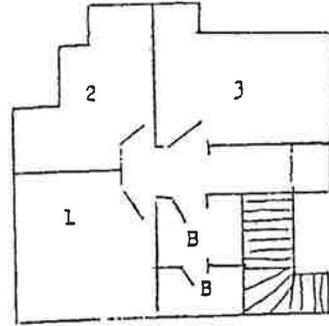


Andrews Court 7

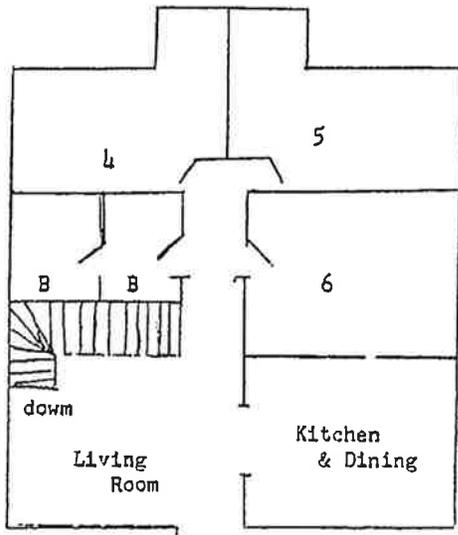
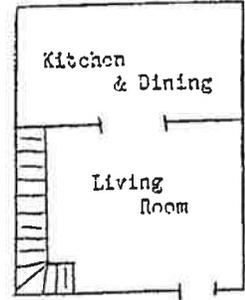


First Floor

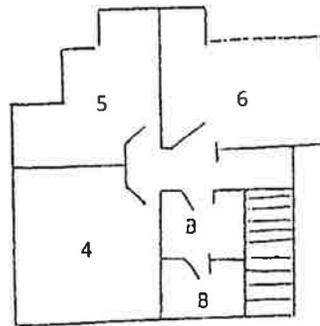
Andrews Court 8



Middle Floor



Second Floor



- Former Sheriff's Office and Jail...sell for restaurant and bar (we need more dining options/unique experiences)





- Parking garage (Annex) converted to office space (NeighborWorks Umpqua, 5Bridges, etc.)...



- RSVP/Veteran's/Maintenance...

Possibilities/ideas...Homeless shelter for night use only, office space for counseling services, shower, computer 'lab', free clothing 'store' (business clothing available to those that can demonstrate they have applied for employment or drug test free).

- Sheltered bus stop on courthouse front lawn for those needing public transportation (seniors, homeless, etc.). Ideally would match architecture of building behind it.

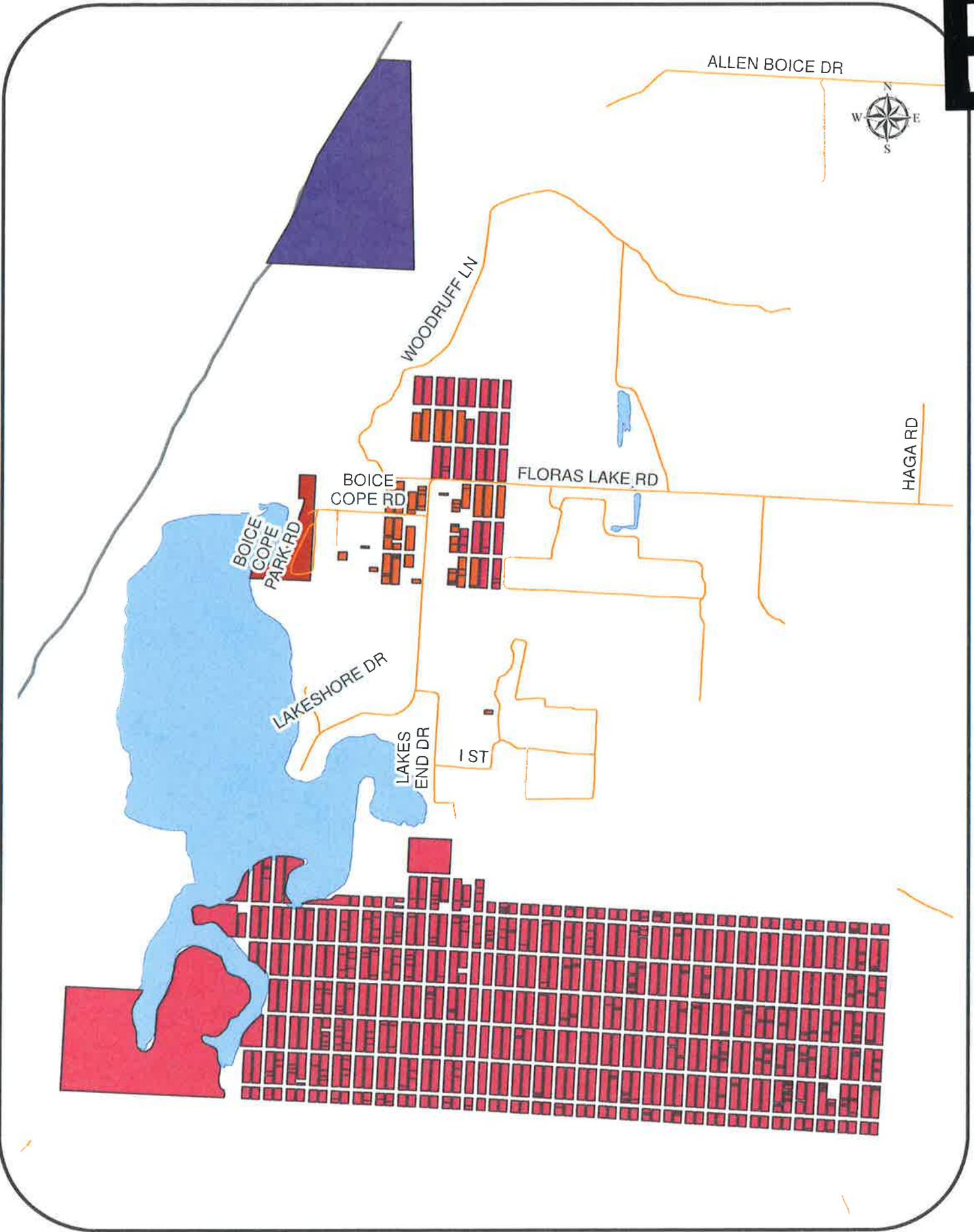
- Pocket Park...

Enhanced 'Gold Panning' fountain to add culture...



- Courthouse front yard: Vertical wind turbines to offset electricity...ornate with fish so it gives the appearance of fish swimming/flickering in the sunshine. Adds culture, shows a willingness to be green.





County Owned Parcels

Date: 9/2/2015

Curry County Enterprise GIS



Legend

- ROADS ORTHO CORRECTED
- PARCELS
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- City
- County
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- USA
- CITY LIMITS
- TOWNSHIP



Map center: 42° 15' 1" N, 124° 23' 10" W



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SUNSET GLAMPING RESORT AND WEDDING PAVILLION

40 ACRE PISTOL RIVER PROPERTY

GOAL: Develop a unique high-end camping experience for weddings, retreats, and other private group events.

LOCATION: Nestled on the sand dunes near Pistol River, the Pacific Ocean, and future golf course/equestrian farms.

PROPOSAL:

- Four deluxe canopy glamping units (queen size beds)...



- Four family style glamping units (one full size bed and 2 cots)...
- Four family style glamping units (two sets of bunk beds)...



- One wedding/dining pavilion with two shower stalls and restroom...





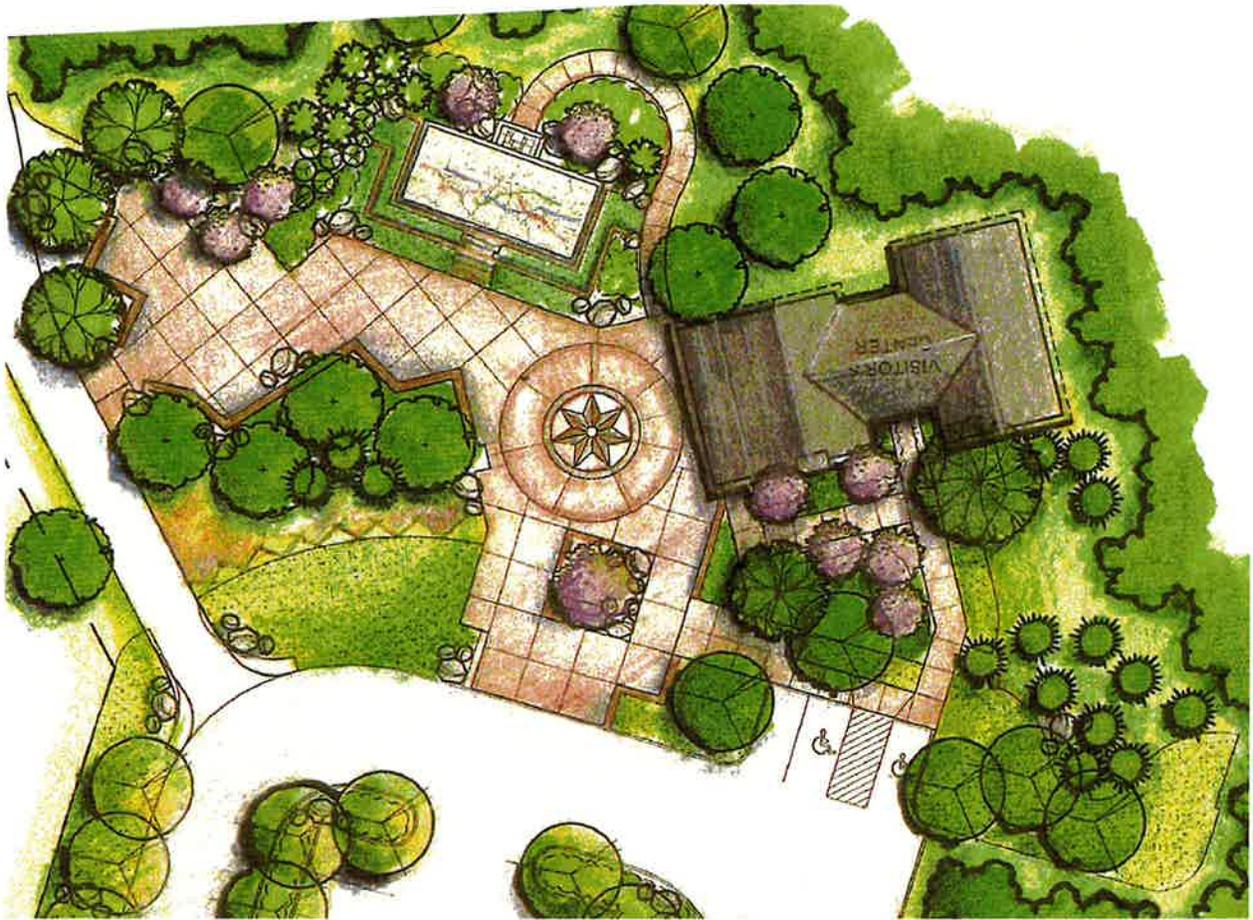
- One chapel pavilion...



- One group fire ring...



- Pavilion, restrooms, chapel to be landscaped...



- Property is zoned FG. A campground is allowed, via CUP.

Old Mill Site



Legend

- ROADS ORTHO CORRECTED
- PARCELS
- CITY LIMITS
- TOWNSHIP



Scale: 1:8,492

Map center: 42° 27' 39.4" N, 124° 22' 2.3" W



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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 to expend funds reimburseable by grant

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Sherrif/ESC **TIME NEEDED:** 10 min

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

CONTACT PERSON: Don Kendall **PHONE/EXT:** 3208 **TODAY'S DATE:** 3/8/16

BRIEF BACKGROUND OR NOTE^b: Resolution to expend funds reimburseable through Homeland Security Grant

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Resolution

- (1)Resolution
- (2)Executed grant agreement

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

QUESTIONS:

- 1. Would this item be a departure from the Annual Budget if approved? Yes No
(If Yes, brief detail) reimbursable grant
- 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:

Due date to send: / /

Email: kendalld@co.curry.or.us

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Proclamations/Resolutions

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

(If Yes, brief detail) Recognizes revenues and allocates expenses

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

4963

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM**

**CFDA # 97.067
CURRY COUNTY
\$32,694
Grant No: 15-212**

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 **October 1, 2015** and ending, unless otherwise terminated or extended, on **September 30, 2016** (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 **\$32,694** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 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.

20163

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM**

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CURRY COUNTY
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- 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 2015 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 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the 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 [Signature]

Name Susan Brown
(printed)

Date 11-24-15

By [Signature] 11/24/15
~~[Signature]~~

Name Thomas Huxley
(printed)

Date 11/24/2015

By [Signature]

Name David Brock Smith
(printed)

Date 11/24/15

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By [Signature]
Subrecipient's Legal Counsel

Date 11/25/15

Subrecipient Program Contact:

Don Kendall
Curry Co Emerg Svcs Coord
Curry County
94235 Moore St, Ste 311
Gold Beach, OR 97444
541-247-3208
kendalld@co.curry.or.us

Subrecipient Fiscal Contact:

Don Kendall
Curry Co Emerg Svcs Coord
Curry County
94235 Moore St, Ste 311
Gold Beach, OR 97444
541-247-3208
kendalld@co.curry.or.us

OEM

By [Signature]

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date 12/8/15

APPROVED AS TO FORM

By Cynthia Byrnes via email
Senior Assistant Attorney General

Date October 8, 2015

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
Sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

Exhibit A
Grant No: 15-212
Subrecipient: Curry County

I. Project Description

Project Title: Curry County Ops Center Install

This project will purchase the OpsCenter emergency management system for Curry County.

II. Budget

Information Technology	\$11,591
Other Authorized Equipment	\$21,103
Total	\$32,694

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) regulations.

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: 054973953
 - (iii) Federal Award Identification Number (FAIN): EMW-2015-SS-00044-S01
 - (iv) Federal Award Date: August 13, 2015
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2015 to September 30, 2016
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$32,694
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$32,694
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$32,694
 - (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: Dave Stuckey, Deputy Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,837,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

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) RESOLUTION NO. _____
Homeland Security Grant 15-212)

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

WHEREAS, ORS 294.338(2) 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 \$32,694 in the 2015/2016 Fiscal Year from the Homeland Security Grant Program CDFA #97.067 Grant No. 15-212 for the purchase of specialized equipment and software to operate the “OpsCenter”™ resource tracking and communications system.

NOW, THEREFORE, IT IS HEREBY RESOLVED that Curry County is authorized to increase the Emergency Department appropriation in the General Fund by \$32,694 for the purpose of purchasing the specialized equipment and software to operate the “OpsCenter”™ resource tracking and communications system.

IT IS FURTHER RESOLVED that Don Kendall, Curry County 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 20th day of April, 2016.

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

John Huttel,
Curry County 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

AGENDA ITEM TITLE: Ordinance Repealing Article Two, Division Fifteen of the Curry County Code - Regulating Medical Marijuana Dispensary Facilities in Unincorporated Area

AGENDA DATE^a: 04-20-16 **DEPARTMENT:** Counsel **TIME NEEDED:** 15

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

CONTACT PERSON: John Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 04-13-16

BRIEF BACKGROUND OR NOTE^b: This Ordinance would Repeal Article Two, Division Fifteen effective upon passage.

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Ordinance

- (1) Ordinance
- (2)

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

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

Name:
Address:
City/State/Zip:

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Legislative Actions

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

(If Yes, brief detail) Removes Regulation of Medical Marijuana Dispensary Facilities.

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

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

In the Matter of an Ordinance)
Repealing Article Two, Division)
Fifteen of the Curry County)
Code)

ORDINANCE NO. _____

The Board of Commissioners for the County of Curry ordains as follows:

SECTION ONE TITLE

This Ordinance shall be known as Ordinance No. _____, an Ordinance amending the Curry County Code.

SECTION TWO FINDINGS

- 1) The current Article Two, Division Fifteen of the Curry County Code is entitled “Regulating Medical Marijuana Dispensary Facilities in the Unincorporated Area of Curry County, establishing a permit process and declaring an emergency **(Ordinance 14-03)**”; “Amendment to Ordinance 14-03 re Medical Marijuana Dispensary Facilities **(Ordinance 14-09)**; **(Ordinance No. 15-02)** Amending Ordinance No. 14-03 (as amended by Ordinance No. 14-09) Regarding Medical Marijuana Dispensary Facilities); and **(Ordinance No. 15-04)** Correcting a Scrivener’s Error on the Ordinance Amending Ordinance No. 14-03 as Amended Regarding Medical Marijuana Dispensary Facilities.
- 2) Since the adoption of the above Ordinances, the State of Oregon has made lawful the retail sale of recreational marijuana.
- 3) The state law allows counties to adopt reasonable time, place and manner regulations of recreational marijuana retailers.
- 4) Curry County has decided to adopt retail marijuana regulations.
- 5) In equity and fairness, the Curry County Board of Commissioners repeals its Regulating Medical Marijuana Dispensary Facilities Ordinances.

SECTION THREE REPEALER

Article Two, Division Fifteen of the Curry County Code concerning “Regulating Medical Marijuana Dispensary Facilities in the Unincorporated Area of Curry County” is repealed in its entirety, effective 90 days after passage of this Ordinance.

Dated this _____ day of _____, 2016

Curry County Board of Commissioners

Thomas Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

Recording Secretary

Approved as to Form:

John Huttli,
Curry County Counsel

First Reading: _____ April 20, 2016

Second Reading and Adoption: _____

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: First Reading of Ordinance Imposing a Marijuana Retail Sales Tax in the Unincorporated area of the County

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Counsel **TIME NEEDED:** 20 min

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

CONTACT PERSON: John Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 04-13-16

BRIEF BACKGROUND OR NOTE^b: If approved by Board of Commissioners, this Ordinance would go to a vote of the people November 8, 2016

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Ordinance

- (1)Ordinance Imposing
- (2)Exhibit "A"

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

- File with County Clerk
- 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: Legislative Actions

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

(If Yes, brief detail) Required to place Marijuana Retail Sales Tax on the November, 2016 Ballot

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

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

In the Matter of an Ordinance Imposing)
A Marijuana Retail Sales Tax within)
Curry County; Authorizing Rule) ORDINANCE NO. _____
Making; And Referring it to the People)

The Board of Curry County Commissioners hereby ordains as follows:

SECTION I TITLE

This Ordinance shall be known and may be cited as the "Marijuana Retail Sales Tax Ordinance of Curry County."

SECTION II AUTHORITY

ORS 475B.110 and ORS 475B.345, and ORS 203.035 to 203.055.

SECTION III PURPOSE

The purpose of this Ordinance is to impose a tax on the retail sales of marijuana items, and authorize local Ordinance administering rules and procedures to administer tax Ordinance.

SECTION IV ADOPTION AND REFERRAL

Exhibit "A", the text of this Ordinance, which is attached hereto and incorporated by reference, is hereby adopted, subject to and effective on approval by a majority of Curry County voters at an election on November 8, 2016.

SECTION V 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).

SECTION VI EFFECTIVE DATE

This Ordinance, if approved by the voters at the November 8, 2016, election, shall become effective at 12:01 A.M. on the 1st day of January, 2017.

DATED this 4th day of May, 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 HuttI
Curry County Legal Counsel

First Reading: April 20, 2016

Second Reading and Adoption: _____

Exhibit "A"

ARTICLE TWO

DIVISION SIXTEEN - IMPOSING MARIJUANA RETAIL SALES TAX

Section 2.16.010 Title

This Ordinance shall be known as the Marijuana Retail Sales Tax Ordinance No. _____

Section 2.16.020 Definitions

As used herein, words shall have such meaning as defined in ORS 475B.015 and ORS475B.700. A non-exhaustive list of definitions is set forth below for example. State of Oregon administrative rules can be used to further interpret the definitions.

- (1) "Board of Commissioners / BOC" means the Curry County Board of County Commissioners, or its designee.
- (2) "Cannabinoid" means any of the chemical compounds that are the active constituents of marijuana.
- (3)(a) "Cannabinoid product" means a cannabinoid edible and any other product intended for human consumption or use, including a product intended to be applied to the skin or hair, that contains cannabinoids or dried marijuana leaves or flowers.
 - (b) "Cannabinoid product" does not include:
 - (1) Usable marijuana by itself;
 - (2) A cannabinoid concentrate by itself;
 - (3) A cannabinoid extract by itself; or
 - (4) Industrial hemp, as defined in ORS 571.300.
- (4) "Consumer" means a person who purchases, acquires, owns, holds or uses marijuana items other than for the purpose of resale.
- (5) "Board of Commissioners or its designee/Economic Development Director (Choose an option)" or "Director" means the Board of Commissioners or its designee/Economic Development Director (Choose an option) of the Curry County, Oregon, or designee.
- (6)(a) "Financial consideration" means value that is given or received either directly or indirectly through sales, barter, trade, fees, charges, dues, contributions or donations.

- (b) “Financial consideration” does not include:
- (1) Homegrown marijuana that is given or received when nothing is given or received in return; or
 - (2) Homemade cannabinoid products or cannabinoid concentrates that are given or received when nothing is given or received in return.
- (7) “Licensee” means a holder of a recreational marijuana retail license under ORS 475B.110 and the rules promulgated thereunder.
- (8) “Licensee representative” means an owner, director, officer, manager, employee, agent or other representative of a licensee, to the extent that the person acts in a representative capacity.
- (9)(a) “Marijuana” means the plant Cannabis family Cannabaceae, any part of the plant Cannabis family Cannabaceae and the seeds of the plant Cannabis family Cannabaceae.
- (b) “Marijuana” does not include industrial hemp, as defined in ORS 571.300.
- (10) “Marijuana flowers” means the flowers of the plant genus Cannabis within the plant family Cannabaceae.
- (11) “Marijuana items” means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.
- (12) “Marijuana leaves” means the leaves of the plant genus Cannabis within the plant family Cannabaceae.
- (13) “Marijuana retailer” means a person who sells marijuana items to a consumer in this state.
- (14) “Mature marijuana plant” means a marijuana plant that is not an immature marijuana plant.
- (15) “Noncommercial” means not dependent or conditioned upon the provision or receipt of financial consideration.
- (16) “Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (17)(a) “Premises” or “licensed premises” includes the following areas of a location licensed under 475B.110:
- (1) All public and private enclosed areas at the location that are used in the business operated at the location, including offices, kitchens, rest rooms and storerooms;
 - (2) All areas outside a building specifically licensed for the production, processing, wholesale sale or retail sale of marijuana items; and
 - (3) “Premises” or “licensed premises” does not include a primary residence.

(18) “Public place” means a place to which the general public has access and includes, but is not limited to, hallways, lobbies and other parts of apartment houses and hotels not constituting rooms or apartments designed for actual residence, and highways, streets, schools, places of amusement, parks, playgrounds and areas used in connection with public passenger transportation.

(19) “Retail sale” means any transfer, exchange, gift or barter of a marijuana item by any person to a consumer.

(20) “Retail sales price” means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item. [2015 c.699 §1]

(21) “Tax” means either the tax payable by the consumer, or the aggregate amount of taxes due from a retailer during the period for which he is required to report his collections.

(22)(a) “Usable marijuana” means the dried leaves and flowers of marijuana.

(b) “Usable marijuana” does not include:

- (1) The seeds, stalks and roots of marijuana; or
- (2) Waste material that is a by-product of producing or processing marijuana.

Section 2.16.030 Implementing Ordinance Authorization

The Board may by separate Ordinance promulgate additional definitions, rules and regulations necessary or convenient for the administration, collection, refund, and enforcement of this Ordinance.

Section 2.16.040 Tax Imposed

(1) For the privilege of operating a marijuana retail facility in Curry County, a tax of three percent (3%) is imposed on any consideration rendered for the sale or transfer of Marijuana Items from a licensee to a consumer.

(a) The tax must be computed on the total retail sales price, including all charges other than taxes, paid by a person for marijuana items.

(b) The tax shall be collected by the licensee that receives the consideration rendered for the marijuana item.

(c) The tax imposed by this subsection is in addition to and not in lieu of any state tax on marijuana Items, or any other sales taxes after adopted by the County.

Section 2.16.050 Penalties

Violation of any of the provisions of this Ordinance shall be a Class A violation. Enforcement may be pursuant to Article Ten of the Curry County Code. Enforcement

under Article Ten of Curry County Code does not preclude enforcement by any other legal or equitable means.

Section 2.16.060 Effective Date

This Ordinance shall become effective at 12:01A.M. on the 1st day of January, 2017, if it is approved by voters at the November 8, 2016 election.

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: First Reading of Ordinance Implementing a Marijuana Retail Sales Tax in the Unincorporated area of the County

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Counsel **TIME NEEDED:** 20 min
^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)

CONTACT PERSON: John Huttl **PHONE/EXT:** 3218 **TODAY'S DATE:** 04-13-16

BRIEF BACKGROUND OR NOTE^b: This Ordinance would implement the Marijuana Retail Sales Tax Ordinance for Curry County

^bIndicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE: Ordinance**

- (1)Ordinance Implementing
- (2)Exhibit "A"

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send: / /

Email:

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Legislative Actions

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

(If Yes, brief detail) Establishes administrative procedures contingent upon voters passing marijuana retail sales tax

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

DATED this 4th day of May, 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 HuttI
Curry County Legal Counsel

First Reading: April 20, 2016

Second Reading and Adoption: _____

Exhibit “A”
ARTICLE TWO

DIVISION SIXTEEN - IMPLEMENTATION OF MARIJUANA RETAIL SALES TAX

Section 2.16.070 Title and Effective Date

This Ordinance shall be known and may be cited as the “Marijuana Retail Sales Tax Ordinance of Curry County Implementing Ordinance, and as Ordinance No. _____. This Implementing Ordinance shall be effective on January 1, 2017 only upon passage of Ordinance Imposing a Marijuana Retail Sales Tax by voters.

Section 2.16.080 Definitions

For definitions, refer to Ordinance No. _____ (this would be Ordinance no. _____ imposing), Section 2.16.020

Section 2.16.090 Registration of Licensee; Form and Contents; Execution; Certification of Authority

1) Every person engaging or about to engage in business as a licensee in this County shall register with the **Board of Commissioners or its designee/Economic Development Director (Choose an option)** on a form provided by the Director.

(a) Licensees engaged in business at the time this Ordinance is adopted must register not later than thirty (30) calendar days after this adoption.

(b) Licensees starting business after this Ordinance is adopted must register within fifteen (15) calendar days after commencing business.

(2) The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax regardless of registration.

(3) Registration shall set forth:

(a) the name under which a licensee transacts or intends to transact business;

(b) the location of his place or places of business; and,

(c) the name of a natural person personally responsible for payment of taxes, in addition to the business;

(d) such other information to facilitate the collection of the tax as the Director may require. The registration shall be signed by the licensee. The Board of Commissioners or its designee/Economic Development Director (Choose an option) shall, within ten days after registration, issue without charge a certificate of authority to each licensee to collect the tax from consumer. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Board of Commissioners or its designee/Economic

Development Director (Choose an option) upon the cessation of business at the location named or upon its sale or transfer. Each certificate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy. Said certificate shall, among other things, state the following:

- (a) The name of the licensee;
- (b) The address of the business;
- (c) The date upon which the certificate was issued;
- (d) "This Marijuana Retail Registration Certificate signifies that the person named

on the face hereof has fulfilled the requirements of the Recreational Marijuana Retail Tax Ordinance of the Curry County by registration with the Board of Commissioners or its designee/Economic Development Director (Choose an option) for the purpose of collecting from consumers the three percent (3%) tax imposed by said County and remitting said tax to the Board of Commissioners or its designee/Economic Development Director (Choose an option). This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a marijuana retail business without strictly complying with all local applicable laws including but not limited to those requiring a permit from any board, commission, department or office of Curry County. This certificate does not constitute a permit."

Section 2.16.100 Due Date and Form of Returns

(1) On or before the last day of each month a return for the preceding month's tax collections shall be filed with the Board of Commissioners or its designee/Economic Development Director (Choose an option). The return shall be filed in such form as the Board of Commissioners or its designee/Economic Development Director (Choose an option) may prescribe by every licensee liable for payment of tax.

(2) Returns shall show the amount of tax collected or otherwise due for the related period. The Board of Commissioners or its designee/Economic Development Director (Choose an option) may require returns to show the total sales upon which tax was collected or otherwise due, gross receipts of licensee for such period and an explanation in detail of any discrepancy between such amounts, if any.

(3) The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Board of Commissioners or its designee/Economic Development Director (Choose an option) at his office either by personal delivery by mail or by any commercially reasonable means, including but not limited to electronic or telephonic transfer, or private delivery service(PDS). For purposes of determining delinquencies, the date of delivery is the later of receipt of the return or receipt of the tax by the Board of Commissioners or its designee/Economic Development Director (Choose an option). If the return is mailed, the postmark date from the United States Postal Service shall be considered the date of delivery for determining delinquencies. (PDS) shipping date may be treated as an equivalent to the United States Postal Service for purposes of the postmark rule. If the return is delivered in person, it must be received on or before the due date during business hours (8am-12 Noon and 1pm-5pm, Monday-Friday). For purposes of imposing penalties and interest for delinquent filing, a 5 day grace period shall be given. This means that any return and tax remittance delivered within 5 days of the due date will not be assessed penalties and interest.

(4) For good cause, the Board of Commissioners or its designee/Economic Development Director (Choose an option) may extend for not to exceed one month the time for making any return or payment of tax. No further extension shall be granted, except by the Curry County Board of Commissioners upon appeal. Any licensee to whom an extension is granted shall pay interest at the rate of one percent (1%) per month on the amount of tax due without proration for a fraction of a month. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this Ordinance.

Section 2.16.110 Tax Collection

For the privilege of selling marijuana goods after the effective date of this Ordinance, each Marijuana Licensee shall pay a tax in the amount required by Curry County Ordinance No. _____. The tax constitutes a debt owed by the Marijuana Licensee to the County, which is extinguished only by payment by the Marijuana Licensee tax collector to the County. The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items.

Section 2.16.120 Marijuana Licensee Tax Collector's Duties

Each Marijuana Licensee tax collector shall collect the tax imposed by this Ordinance at the same time as the tax is collected from every consumer. The amount of tax shall be separately stated upon the Marijuana Licensee's tax collector's records, and any receipt rendered by the Marijuana Licensee tax collector. No Marijuana Licensee tax collector of a Marijuana Licensee shall advertise that the tax or any part of the tax will be assumed or absorbed by the Marijuana Licensee tax collector, or that it will not be added to the goods, or that, when added, any part will be refunded, except in the manner provided by this Ordinance.

Section 2.16.130 Penalties and Interest

(1) Original Delinquency. Any licensee who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this Ordinance prior to delinquency shall pay a penalty of ten percent (10%) of the amount of the tax due in addition to the amount of the tax.

(2) Continued Delinquency. Any licensee who has not been granted an extension of time for remittance of tax due, and who failed to pay any delinquent remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due plus the amount of the tax and the ten percent (10%) penalty first imposed.

(3) Fraud. If the Board of Commissioners or its designee/Economic Development Director (Choose an option) determines that the nonpayment of any remittance due under this

Ordinance is due to fraud or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in paragraphs (1) and (2) of this section.

(4) Interest. In addition to the penalties imposed, any licensee who fails to remit any tax imposed by this Ordinance shall pay interest at the rate of one percent (1%) per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(5) Penalties Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall be merged with and become a part of the tax herein required to be paid.

(6) Petition for Waiver. Any licensee who fails to remit the tax herein levied within the time herein stated shall pay the penalties herein stated provided, however, the licensee may petition the County Counsel for waiver and refund of the penalty or any portion thereof and the County Counsel may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

(7) Notwithstanding the provisions of this section, failure to remit taxes constitutes a violation of this Ordinance subject to citation and fine under Article Ten of the Curry County Ordinances. Further, the County reserves all rights at law or in equity to enforce the provisions of this Ordinance.

Section 2.16.140 Deficiency Determinations; Evasion; Marijuana Retail Sales Tax Collector Delay

(1) Deficiency Determination. If the Board of Commissioners or its designee/Economic Development Director (Choose an option) determines that the returns are incorrect, the Director may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns or upon the basis of any information within his possession or that may come into his possession. One or more deficiency determinations may be made of the amount due for one, or more than one period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided after which the amount determined is delinquent. Penalties or deficiencies shall be applied as set forth in Section 2.16.140.

(a) In making a determination the Board of Commissioners or its designee/Economic Development Director (Choose an option) may offset overpayments, if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties, and interest, on the underpayments. The interest on underpayments shall be computed in the manner set forth in Section 2.16.130

(b) The Board of Commissioners or its designee/Economic Development Director (Choose an option) shall give to the licensee or occupant a written notice of his determination. The notice may be served personally or by mail; if by mail, the notice shall be addressed to the licensee at his address as it appears in the records of the Board of Commissioners or its designee/Economic Development Director (Choose an option). In the case of service by mail of any notice required by this Ordinance the service is complete at the time of deposit in the United States Post Office.

(c) Except in the case of fraud, intent to evade this Ordinance or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period expires later.

(d) Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten days after the Board of Commissioners or its designee/Economic Development Director (Choose an option) has given notice thereof, provided, however, the licensee may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

(2) Fraud, Refusal to Collect, Evasion. If any licensee shall fail or refuse to collect said tax or to make, within the time provided in this Ordinance, any report and remittance of said tax or any portion thereof required by this Ordinance, or makes a fraudulent return or otherwise willfully attempts to evade this Ordinance, the Board of Commissioners or its designee/Economic Development Director (Choose an option) shall proceed in such manner as he may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the Board of Commissioners or its designee/Economic Development Director (Choose an option) has determined the tax due that is imposed by this Ordinance from a licensee who has failed or refused to collect the same and to report and remit said tax, he shall proceed to determine and assess against such licensee the tax, interest, and penalties, provided for by this Ordinance. In case such determination is made, the Board of Commissioners or its designee/Economic Development Director (Choose an option) shall give a notice in the manner aforesaid of the amount so assessed. Such determination and notice shall be made and mailed within three years after discovery by the Board of Commissioners or its designee/Economic Development Director (Choose an option) of any fraud, intent to evade or failure or refusal to collect said tax, or failure to file return. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten days after the Board of Commissioners or its designee/Economic Development Director (Choose an option) has given notice thereof, provided, however, the licensee may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

(3) Licensee Delay. If the Board of Commissioners or its designee/Economic Development Director (Choose an option) believes that the collection of any tax or any amount of tax required to be collected and paid to the County will be jeopardized by delay, or if any determination will be jeopardized by delay, he shall thereupon make a determination of the tax or amount of tax required to be collected, noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable, and the licensee shall immediately pay same determination to the Board of Commissioners or its designee/Economic Development Director (Choose an option) after service of notice thereof, provided, however, the licensee may petition, after payment has been made, for redemption and refund of such determination, if the petition is filed within ten days from the date of service of notice by the Board of Commissioners or its designee/Economic Development Director (Choose an option).

Section 2.16.150 Redeterminations

(1) Any person against whom a determination is made under Section 2.16.140, or any person

directly interested, may petition for a redetermination and redemption and refund within the time required in Section 8.809. If a petition for redetermination and refund is not filed within the time required therein, the determination becomes final at the expiration of the allowable time.

(2) If a petition for redetermination and refund is filed within the allowable period, the Board of Commissioners or its designee/Economic Development Director (Choose an option) shall reconsider the determination, and, if the person has so requested in his petition, shall grant the person an oral hearing and shall give him ten day notice of the time and place of the hearing. The Board of Commissioners or its designee/Economic Development Director (Choose an option) may continue the hearing from time to time as may be necessary.

(3) The Board of Commissioners or its designee/Economic Development Director (Choose an option) may decrease or increase the amount of the determination as a result of the hearing and if an increase is determined such increase shall be payable immediately after the hearing.

(4) The order or decision of the Board of Commissioners or its designee/Economic Development Director (Choose an option) upon a petition for redetermination of redemption and refund becomes final ten (10) days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the County Counsel within the ten (10) days after service of such notice.

(5) No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the licensee has first complied with the payment provisions hereof.

Section 2.16.160 Security for Collection of Tax

(1) The Board of Commissioners or its designee/Economic Development Director (Choose an option), whenever he deems it necessary to insure compliance with this Ordinance, may require any licensee subject thereto to deposit with him such security in the form of cash, bond, or other security as the Board of Commissioners or its designee/Economic Development Director (Choose an option) may determine. The amount of the security shall be fixed by the Board of Commissioners or its designee/Economic Development Director (Choose an option) but shall not be greater than twice the licensee's estimated average monthly liability for the period for which he files returns, determined in such manner as the Board of Commissioners or its designee/Economic Development Director (Choose an option) deems proper, or Five Thousand Dollars (\$5,000), whichever amount is less. The amount of the security may be increased or decreased by the Board of Commissioners or its designee/Economic Development Director (Choose an option) subject to the limitations herein provided. The licensee has a right to appeal to the County Council any decision of the Board of Commissioners or its designee/Economic Development Director (Choose an option) made under this section.

(2) Any time within three years after any tax or any amount of tax required to be collected becomes due and payable or at any time within three years after any determination becomes final, the Board of Commissioners or its designee/Economic Development Director (Choose an option) may bring an action in the courts of this State, or any other state, or of the United States in the name of the Curry County to collect the amount delinquent together with penalties and interest.

Section 2.16.170 Lien

The tax imposed by this Ordinance together with the interest and penalties herein provided and the filing fees paid to the County Clerk of Curry County, Oregon, and advertising costs which may be incurred when same becomes delinquent as set forth in this Ordinance shall be and, until paid, remain a lien from the date of its recording with the County Clerk of Curry County, Oregon, and superior to all subsequent recorded liens on all tangible personal property used in the Recreational Marijuana Retail operations of a licensee within Curry County and may be foreclosed on and sold as may be necessary to discharge said lien, if the lien has been recorded with the County Clerk of Curry County, Oregon. Notice of lien may be issued by the Board of Commissioners or its designee/Economic Development Director (Choose an option) whenever the licensee is in default in the payment of said tax, interest and penalty and shall be recorded with the County Clerk of Curry County, Oregon and a copy sent to the delinquent licensee. The personal property subject to such lien may be foreclosed on and sold as provided by law.

Any lien for taxes as shown on the records of the proper County Official shall, upon the payment of all taxes, penalties, and interest thereon, be released by the Board of Commissioners or its designee/Economic Development Director (Choose an option) when the full amount determined to be due has been paid to the County and the licensee or person making such payment shall receive a receipt therefor stating that the full amount of taxes, penalties, and interest thereon have been paid and that the lien is thereby released and the record of lien is satisfied.

Section 2.16.180 Refunds

(1) Licensee Refunds. Whenever the amount of any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the Board of Commissioners or its designee/Economic Development Director (Choose an option) under this Ordinance, it may be refunded, provided a verified claim in writing therefor stating the specific reason upon which the claim is founded, is filed with the Board of Commissioners or its designee/Economic Development Director (Choose an option) within three years from the date of payment. The claim shall be made on forms provided by the Board of Commissioners or its designee/Economic Development Director (Choose an option). If the claim is approved by the Board of Commissioners or its designee/Economic Development Director (Choose an option), the excess amount collected or paid may be refunded or may be credited on any amounts due and payable from the licensee from whom it was collected or by whom paid and the balance may be refunded to such licensee, his administrators, executors or assignees.

(2) Consumer Refunds. Whenever the tax required by this Ordinance has been collected by the licensee, and deposited by the licensee with the Board of Commissioners or its designee/Economic Development Director (Choose an option), and it is later determined that the tax was erroneously or illegally collected or received by the Board of Commissioners or its designee/Economic Development Director (Choose an option), it may be refunded by him to the consumer, provided a verified claim in writing therefore, stating the specific reason on which the claim is founded, is filed with said Board of Commissioners or its designee/Economic Development Director (Choose an option) within three years from the date of payment.

Section 2.16.190 Administration Special Fund (OPTIONAL)

(1) Special Fund. The Board of Commissioners or its designee/Economic Development Director (Choose an option) shall forward taxes to the County Treasurer for deposit of twenty-five percent (25%) of the proceeds of the Recreational Marijuana Retail tax as they are received in a special fund to be known as the "Curry County Community Promotions Fund" and the balance of the proceeds shall be deposited in the General Fund. The Community Promotions Fund shall be used for the purpose of promoting, directly or through contract, the use of the Curry County for recreational, cultural, convention and tourist related activities and services. However, the County Board of Commissioners may by resolution transfer all or part of the balance remaining in the Community Promotions Fund at the end of any fiscal year to the General Fund.

(2) Records Required from Licensees; Form. Every licensee shall keep guest records of sales and accounting books and records of the sales. All records shall be retained by the licensee for a period of three years and six months after they come into being.

(3) Examination of Records; Investigations. The Board of Commissioners or its designee/Economic Development Director (Choose an option) or any person authorized in writing by the Director may examine during normal business hours, the books, papers and accounting records relating to sales of marijuana items of any licensee after notification to the licensee liable for the tax and may investigate the business of the licensee in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid. To assist in this process, the Board of Commissioners or its designee/Economic Development Director (Choose an option) may request certified copies of annual tax returns covering licensee.

(4) Confidential Character of Information Obtained - Disclosure Unlawful. It shall be unlawful for the Board of Commissioners or its designee/Economic Development Director (Choose an option) or any person having an administrative or clerical duty under the provisions of this Ordinance to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a Licensee Registration Certificate, or pay taxes herein, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof, set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person, provided that nothing in this subsection shall be construed to prevent:

(a) The disclosure to, or the examination of records and equipment by another Curry County official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this Ordinance; or collecting taxes imposed hereunder.

(b) The disclosure after the filing of a written request to that effect, to the taxpayer himself, receivers, trustees, executors, administrators, assignees, and guarantors, if directly interested, of information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest, and penalties; further provided, however, that the County Counsel approves each such disclosure referred to in this paragraph when in his opinion the public interest would suffer thereby;

(c) The disclosure of the names and addresses of any persons to whom Licensee

Registration Certificates have been issued.

(d) The disclosure of general statistics regarding taxes collected or business done in the County.

Section 2.16.200 Penalties

Violation of any of the provisions of this Ordinance shall be a Class A violation, with a maximum penalty of \$2,000 in fines. Penalties may be enforced in accordance with Article Ten of the Curry County Code.

Section 2.16.210 Alternative Collection Methods

In the alternative to the collection methodologies set forth herein, the County may employ any other method to collect the tax imposed, including but not limited to, contracting with a private or public entity for collection.

Section 2.16.220 Severability

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).

Section 2.16.230 Effective Date

This Ordinance shall become effective at 12:01 A.M. on the 1st day of January, 2017, if Ordinance No. (_____) is approved by voters at the November 8, 2016 election.

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: SWACT Appointment

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Admin **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: Julie Schmelzer **PHONE/EXT:** 3253 **TODAY'S DATE:** April 12, 2016

BRIEF BACKGROUND OR NOTE^b: The Road Master was appointed to serve on this committee; however, the majority of those appointed to serve are Commissioners. Due to the nature of SWACT, it is recommended a Commissioner replace the Road Master.

^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) Roads
- 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 Notify SWACT of contact change

Phone:

Due date to send: 04 /25 / 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) Replaces Roadmaster with Commissioner as County SWACT representative

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

DATED this 20th day of April, 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: Contract for 911 Bathroom Installation in the Sheriff's Office with Thomas Allen Coleman, Construction

AGENDA DATE^a: April 20, 2016 **DEPARTMENT:** Facilities **TIME NEEDED:** 5

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

CONTACT PERSON: Eric Hanson **PHONE/EXT:** 3384 **TODAY'S DATE:** 04-13-16

BRIEF BACKGROUND OR NOTE^b: To allow dispatchers to utilize restroom facilities without leaving their secured area

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Contract

- (1)Contract
- (2)Exhibit "A"

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

QUESTIONS:

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

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

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

Name: Eric Hanson

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) Authorizes contract construction activity

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

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

**CONTRACT BETWEEN CURRY COUNTY AND
THOMAS ALLEN COLEMAN CONSTRUCTION**

This contract is made and entered into this 20th day of April, 2016, by and between Curry County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Thomas Allen Coleman Construction, hereinafter referred to as "Contractor".

1. Work to Be Performed

Contractor, shall, at its own expense, furnish all materials, labor and equipment, and obtain all required permits necessary to complete the following project:

This construction project is to construct a lavatory restroom facility in the County 9-1-1 call center. All work will be performed in accordance with the quote from Coleman Construction set forth on Exhibit A attached hereto and incorporated by reference.

Work shall be performed in accordance with industry standards. Contractor is an independent contractor and is responsible for supplying all tools and equipment and materials for the project.

2. Performance and Payment Bond

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

3. Completion Date

In this contract, time is of the essence. The Contractor shall complete the work outlined in this contract by June 20, 2016.

4. Compensation

The Contractor agrees to perform the work called for under this contract for the fixed sum not to exceed \$5738.00 (Contract Price) unless the Contract Price is modified by an executed change order. Payment shall be made as follows: a 20% within ten days of contract award, 70% upon completion of framing, and 10% within 30 days of completion and acceptance by County.

5. Prevailing Wages

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

6. Independent Contractor

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

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

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

7. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279B.200 through 279B.240 that are incorporated by reference into this agreement.

8. Workers' Compensation

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

9. Certification of Reading and Understanding of Documents

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

10. Project Supervisor

The County's Project Supervisor is Eric Hanson. The Project Supervisor shall have the authority to administer the contract.

11. Indemnification

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

12. Insurance

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

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
A. Workers' Compensation	Statutory
B. General Liability	\$1,000,000
C. Automobile Liability	\$750,000

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

13. Nonwaiver

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

14. Severability

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

///

15. Termination for Cause

County shall have the right to terminate this contract in its entirety by giving written notice to Contractor if Contractor is in material violation of any of the provisions of this contract. If County terminates for cause pursuant to this section, County shall retain any other right or remedy which County has against Contractor.

16. Attorney Fees and Costs

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

17. Applicable Laws

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

18. Written Changes Required

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

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

(Signature Page to Follow)

///

CONTRACTOR:

THOMAS A. COLEMAN JR. CONSTRUCTION

By (signature)

Date

Printed Name

Federal I.D. No.

Contractor Registration No.

CURRY COUNTY:
BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Brown, Vice Chair

Date

David Brock Smith, Commissioner

Date

Approved as to Form

John Hutt
Curry County Legal Counsel

EXHIBIT "A"

ESTIMATE

Thomas A. Coleman Jr. Construction

P.O. Box 155
Ophir, OR 97464

Phone: (541) 378-7530

Email: tommycoleman1974@live.com

Curry County Maintenance/Projects

Eric Hanson

(541) 425-0429

Estimate #

000006

Date

04/06/2016

Description

Total

Labor

\$2,520.00

Curry County Sheriff's office basement/911 dispatch, restroom addition. Install 16' partition wall extending to the north from existing basement restrooms, at approximately 6' from block wall in parallel. Wall to be constructed of 2x4 framing with 1/2" finished sheetrock on both sides and painted with 2 coats of latex paint(color sample provided by maintenance department). Installation of a plumbing chase wall approximately 6' long paralleling block wall, with a privacy panel turning perpendicular to wall prior to 911/ dispatch door. Wall construction to be 2x4 framing with 1/2" finished sheetrock on room side only. Drop ceiling to consist of 2x6 rafters @24" on center with 5/8" sheetrock, finished. Access panel will be installed by existing water heater from new enclosed area. Install new 100cfm(minimum) exhaust fan, duct into existing trunk line above restroom. Install FTP panel along lower 4' of all wet location sheetrock walls. Install 4' vinyl cove base (black) along all wall to floor contacts in room. Relocate plumbing to accept wall mount lavatory sink and faucet in similar characteristics to existing restroom. Add plumbing for ADA compliment toilet in southeast corner of new room(modify existing drain/clean out to meet code). Install new elongated bowl ADA compliment toilet.

Existing floor epoxy to remain as final floor finish.

No permits are included in this estimate. Any permits required will be the soul responsibility of the client.

No electrical modification costs are included in this estimate.

Materials

\$3,218.00

Framing lumber

Sheetrock

FTP panels and adhesive

Black vinyl cove base (4")

100cfm exhaust fan and 6" ridgid vent pipe

ADA compliant elongated bowl toilet in white

Wall mount laboratory in white, with chrome standard faucet(similar style to existing)

Miscellaneous fasteners

Miscellaneous plumbing components

Subtotal

\$5,738.00

Total

\$5,738.00

Thomas A. Coleman Jr. Construction

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: BoPTA Record

AGENDA DATE^a: 4/20/2016/ **DEPARTMENT:** BoPTA **TIME NEEDED:** 1 minute

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

CONTACT PERSON: Becky Ross **PHONE/EXT:** 3295 **TODAY'S DATE:** 4/8/2016

BRIEF BACKGROUND OR NOTE^b:

^bIndicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Notice

(1)Adjournment of BoPTA Session

(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:

***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: Consent Calendar

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



**Reneé Kolen
Curry County Clerk**

**Recording Division
Election Division**

29821 Ellensburg Ave, Second Floor Courthouse
Gold Beach OR 97444
Mail: 94235 Moore St, Suite 212
Gold Beach, OR 97444
Recording (541) 247-3295
Elections (541) 247-3297
(541) 247-9361 Fax
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2015 - 2016 Board of Property Tax Appeals

(ORS 309.072)

The Board of Property Tax Appeals convened on February 08, 2016 in the Curry County Annex Building for the first meeting of the 2015-2016 Board of Property Tax Appeals Session.

Hearings were held February 29, 2016 in the Curry County Annex Building.
No other meetings were scheduled and orders were signed the same day.

Being no further business for the 2015-2016 Session, the Session is now officially adjourned.

Respectfully submitted,
Becky Ross, Board Clerk
Dated this 8th day of April, 2016

Received by the Curry County Board of Commissioners on April 20, 2016

Tom Huxley, Chair

Susan Brown, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY SURVEYOR MONTHLY ACTIVITY REPORT
FOR MARCH, 2016

CUSTOMERS ASSISTED: 22+

WALK-IN'S: 18+

We usually spend between ½ and 1 hour with a walk-in.

PHONE CALLS: 14+

These numbers may be a little shy because we sometimes forget to note a visitor or phone call. We spend up to ½ hour providing information to people, per phone call.

NEW SURVEYS REVIEWED, FILED, SCANNED, COPIED, PUT ON LINE: 6

T30 - 0	Far North County
T31 - 0	“
T32 - 0	“
T33 - 0	“
T34 - 0	“
T35 - 0	“
T36 - 1	Mid-County (Gold Beach)
T37 - 0	“
T38 - 1	“
T39 - 0	“
T40 - 1	Brookings-Harbor area
T41 - 3	“

DEPOSITS: March 31, 2016 = \$ 980.00

Sherri Buckel worked 94.0 hours in March

Reily Smith worked 73.5 hours in March

Bobbie Boice worked 34.5 hours in March (we had a little extra money for payroll and used it for Bobbie to assist with the old, unfiled map scanning, indexing and making available to the public project.

Our customer service this period included the following:

- Citizen's questions relating to boundaries
- Plat & survey map research assistance for phone & walk-in inquiries
- Public Land Survey Corner work this month was focused on indexing, scanning and making old maps available to the public; (unfiled and previously often overlooked) These maps oftentimes show old PLSS corners that were used for their work.
- Map copy requests
- Website assistance so citizens can do their own research on line
- Map checks by County Surveyor – 4
- Completed indexing GPS survey records to Corner Records files.

Highlights:

1. We received the set of DVD's (it was missing Township 41 which was again requested) from the BLM with a digital copy of all of the original government notes & plats of PLSS surveys. Most of the recent BLM surveys were never received by this office and the BLM public website is very clumsy to access. This will enable us to update all of our indexes and make them more easily available to the public.
2. We're also proud of our continuing project to get all the old unfiled survey maps, stuck away in this office, into the public record. Previously, they were difficult to access and oftentimes overlooked for new survey projects.

Respectfully submitted,

Reily Smith
County Surveyor



Community Development Department March 2016 Activity Report

Building Permits: 34 Permits issued **March revenue:** \$30,989.40
Building Inspections: 102 **Phone/counter/200 calls/visits**

Planning Permits

1 Home Occupation 1 New address
2 Land Use Compatibility Statements
9 Planning Clearance reviews 1 Property Line Adjustment
1 Conditional Use Permit renewal 1 replacement address

Administration

- Exploration of if/how multiple Conditional Use Permits can be processed with a single application and deposit for cost rather than a set fee.
- Lucas Lane complaints - ongoing discussion with complainant, staff, County Counsel.
- Evaluation and preparation of FY 2016/17 budget.
- Evaluation of the Citizen engagement committee process and conferral with Carl King and Planning Commissioner Kevin McHugh
- Preparation of February Community Development Department Activity Report
- Work with IT on preparation for audio/visual for March 17, 2016 Planning Commission meeting.
- 98630 N Bank Chetco River Rd complaint follow-up.
- New deed & description is required for a Property Line Adjustment evaluation, conferral with County surveyor.

Development Projects

- Champion Mill site meetings and ongoing discussions
- Work with County Counsel's office regarding annexation of Fed – Ex property to the Harbor Sanitation District
- Lot Line adjustment questions/future review with applicant

Long Range Planning

- Continued work with Rob Schafer from the Road department and DLCD staff to develop a functional zoning map.
- Continued work with DLCD on the Curry County Natural Hazard Implementation Project and future project management team meeting.
- Preparation of material, presentation for Planning Commission March 17, 2016 public workshop regarding Zoning Ordinance update.
- Continued work with Angelo Planning Group regarding zoning code chapter updates for the Forest Grazing/Timber, AG and EFU zones, Definition section, Conditional Use Permit Article VII. Planning Commission overview of the project was held on March 17, 2016.