



CURRY COUNTY BOARD OF COMMISSIONERS

GENERAL MEETING

Wednesday, November 04, 2015 – 10:00 A.M.
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

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

- 1. Call to Order and Pledge of Allegiance**
- 2. Agenda Amendments**
- 3. Approval of Agenda**
- 4. Presentations to the Board**
 - a. Years of Service Recognition for Chief Civil Deputy, Joan Allen-Steineke – Sheriff
 - b. Oregon Department of Environmental Quality - Curry County Total Maximum Daily Loads (TMDL) – Community Development
- 5. Public Comments**
- 6. New Business**
- 7. Old Business**
- 8. Proclamations/Resolutions/Legislative Actions**
 - a. Resolution to Support Malheur County Court's Opposition to the Creation of a National Monument within Malheur County
- 9. Administrative Actions/Appointments**
 - a. New Hire Maintenance and Construction Worker II, C. Gage – Roads
 - b. New Hire Community Service Coordinator, T. Wardle – Juvenile
 - c. Moss Adams Fiscal Year 2015 Audit Engagement Letter – Finance
 - d. New Hire Deputy D.A. I, R. Hughes – District Attorney
 - e. Intergovernmental Agreement Child Abuse Multidisciplinary Intervention (CAMI) Grant – District Attorney
 - f. Statewide Transportation Improvement Program (STIP) Grant Application for Public Transit – Commissioners

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.

- g. Connect Oregon VI Application Letter of Support for the Del Norte County Regional Airport Terminal Project – Commissioners
- h. Adopt a Job Description for an Existing Position, County Legal Counsel – Commissioners
- i. Criminal Justice Commission Justice Reinvestment Grant Program Agreement – Commissioners

10. Consent Calendar

11. Commissioner Updates , Liaison and Staff Reports

12. Executive Session

13. Announcements

- a. Safety Committee Meeting – Thursday November 5, 2015 - 2:00 p.m. Commissioners Hearing Room
- b. Fungi Fest – Saturday November 7, 2015 – 2:00 p.m. to 7:00 p.m. Event Center on the Beach
- c. SCDC Growing Your Agri-Business November 4 -6, 2015 - 4:00 p.m. Bandon Barn

14. Adjourn

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Years of Service Recognition for Chief Civil Deputy, Joan Allen-Steineke

AGENDA DATE^a: 11/04/2015 **SUBMITTING DEPARTMENT:** Sheriff's Office

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Sheriff Ward

PHONE/EXT: 3322

BRIEF BACKGROUND OR NOTE^b: Recognition for ten years of Sheriff's Office service to the citizens of Curry County, OR by Chief Civil Deputy Joan Allen-Steineke..

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Notice

(1) Copy of Certificate

(2)

(3)

(4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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: Other Agency 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

Comment:

YEARS OF SERVICE

Curry County hereby recognizes:

JOAN ALLEN-STEINEKE

For 10 years of Sheriff's Office service to the citizens of
Curry County, Oregon

NOVEMBER 2005 - NOVEMBER 2015

Susan Brown, County Commissioner

John Ward, Sheriff

**CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1**

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

AGENDA ITEM TITLE: PRESENTATION: by the Oregon Department of Environmental Quality - Curry County Total Maximum Daily Loads (TMDL) program related to watersheds and rivers in Curry County.

AGENDA DATE^a: November 4, 2015 **SUBMITTING DEPARTMENT:**
Community Development

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Carolyn Johnson

PHONE/EXT: 3228

BRIEF BACKGROUND OR NOTE^b: In the past six months, the prior Planning Director worked with the Oregon Department of Environmental Quality (DEQ) to prepare the 2015-2019 Curry County TDML Plan. DEQ has requested an opportunity to share with the Board and the public the statutory requirement of the Plan and the its value prior to Plan finalization and ultimately, Board adoption.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Discussion/Decision

- (1)
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

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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: Other Agency 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**

Comment:

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US

AGENDA ITEM TITLE: Resolution to Support Malheur County Court's Opposition to the Creation of a National Monument within Malheur County	
AGENDA DATE^a: 11-04-2015	SUBMITTING DEPARTMENT: Commissioners
^a Submit 5:00 p.m. on the Wednesday prior to the next General meeting.	
CONTACT PERSON: David Brock Smith	PHONE/EXT: 3260
BRIEF BACKGROUND OR NOTE^b: ^b indicate if more than one copy to be signed	
FILES ATTACHED:	SUBMISSION TYPE: Discussion/Decision
(1)Resolution (2)Letter (3) (4)	
Are there originals in route (paper copies with pre-existing signatures) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
QUESTIONS:	
1. Would this item be a departure from the Annual Budget if approved? (If Yes, brief detail)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Does this agenda item impact any other County department? (If Yes, brief detail)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. If Land Transaction, filed with the clerk?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
INSTRUCTIONS ONCE SIGNED:	
<input checked="" type="checkbox"/> No Additional Activity Required ^c	Name:
<input type="checkbox"/> Send Document Hardcopy	Address:
Due date to send: / /	City/State/Zip:
	Phone:
^c 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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> (If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Proclamations/Resolutions	
LEGAL ASSESSMENT: Does this agenda item have a legal impact? (If Yes, brief detail)	Yes <input type="checkbox"/> No <input type="checkbox"/>



County of Malheur

251 'B' STREET WEST • VALE, OREGON 97918

RECEIVED

SEP 25 2015

Board of Commissioners
Curry County, Oregon

September 10, 2015

Curry Board of Commissioners
Susan Brown, Thomas Huxley, David Brock Smith
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

CHAIR _____	V CHAIR _____
COMM <u>DBS</u>	COUNSEL _____
_____	_____
_____	_____
_____	_____

Dear Curry County Board of Commissioners

I attach a resolution adopted by the Malheur County Court. Please consider supporting our resolution.

We oppose the establishment or designation of any "National Monument", "National Conservation Area" or "Wilderness Area" in southern Malheur County. There is a current and large effort by out-of-state interest groups and the Oregon Natural Desert Association (ONDA) to create a staggering 2.1 million acre federally protected or restricted area in Malheur County called the Owyhee Canyonlands. The effort includes a campaign for over 100,000 signatures and letters to be delivered to President Obama later this month as part of the Keen Live Monumental Campaign. The proposal, however, is NOT in our best interest. It will shut down economic activity in Malheur County, will damage land, wildlife and native plants and will harm the Oregon tax base.

Agriculture is the mainstay and base of Malheur County. According to Oregon State University Extension Economic Information Office, our county ranks fourth in agricultural commodity sales generating approximately \$373 million a year. We rank first in beef production, generating \$134 million, which is 21% of the beef production value in the state. Reducing acreage available for grazing through a federal designation would virtually eliminate these businesses. Additionally, Malheur County provides dry onions (\$85 million), hay (\$21 million), wheat (\$20 million), sugar beets (\$19 million), and potatoes (\$13 million). These crops depend on the availability of stored irrigation water from the high desert watersheds. A federal designation in the Owyhee Canyonlands will negatively impact access to our watersheds for agriculture use.

For over 125 years Malheur County citizens have worked cooperatively to sustain its vast acreage (6.5 million acres of land) by implementing best management practices in fire protection, search and rescue and agriculture, as well as self-policing degradation activities that may occur in order for future generations to enjoy the beauty and opportunities that the land holds – keeping public lands open to the public.

Please let me know if you need additional information or if I can send you a draft letter or resolution in support of our position and in opposition to the Owyhee Canyonlands federal designation. My contact information is (541) 473-5124 djoyce@malheurco.org.

*Thank you
Dan*

Dan P. Joyce, Malheur County Court Judge

BEFORE THE BOARD OF COUNTY COMMISSIONERS

IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of Opposing the creation of a)
new National Monument proposed as the) RESOLUTION No. _____
Owyhee Canyonlands Monument; and the)
establishment or designation of any other)
National Monument, National Conservation)
Area or Wilderness Area on Public Lands)
within Malheur County, Oregon)

WHEREAS, outside conservation groups, including the Oregon Natural Desert Association (ONDA) are advocating for the creation of the, "Owyhee Canyonlands Monument" under the authority of the President given by the American Antiquities Act of 1906; and

WHEREAS, the American Antiquities Act of 1906 (16 USC 431-433), Section 2, states in part that, "the President of the United States of America is hereby authorized in his discretion, to declare by public proclamation historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest that are situated upon the lands owned or controlled by the Government of the United States to be national monuments, and may reserve as a part thereof parcels of land, the limits of which in all cases shall be confined to the smallest area compatible with proper care and management of the objects to be protected; and

WHEREAS, the proposed 2.5 million acre National Monument includes 2.1 million acres of public land within Malheur County, which would be approximately forty seven percent of all the federal lands within Malheur County and would be more than 1.6 times larger than the collective private lands within Malheur County; and

WHEREAS, Malheur County relies on the value of the public lands within the County and the ability of the public to access and utilize the public lands for an assortment of economic, recreational and productive uses ; and

WHEREAS, public lands and the agencies who manage them have a responsibility to the people to ensure continued opportunities for multiple use activities on any public lands, including those within Malheur County; and

WHEREAS, the designation of a National Monument in Malheur County would cause the loss of multiple use activities within the designated area; and

WHEREAS, Malheur County is ranked number one in cattle production for the State of Oregon, and this production relies upon multiple use activities and grazing opportunities for farmers and ranchers on federal land; and

WHEREAS, the loss of the multiple use activities on public lands within Malheur County would negatively affect their communities, businesses, ranchers, farmers and overall economic vitality; and

WHEREAS, the Malheur County Court has requested the Curry County Board of Commissioners support in opposition to the designations described above.

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY RESOLVES:

To support, with this resolution, the Malheur County Court's opposition to the creation of a National Monument within Malheur County; and

THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY FURTHER RESOLVES:

To support the Malheur County Court's position, "that if any enhanced federal designation is enacted on lands within Malheur County, that it be a designation in size and area recommended and, at very least, with input by Malheur County jurisdictions, agencies and stakeholders".

DATED this 4th day of November, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

Drafted By:
Commissioner David Brock Smith

David Brock Smith, Commissioner

Approved as to Form:

M. Gerard Herbage
Curry County Legal Counsel

**CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1**

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US

AGENDA ITEM TITLE: Maintenance & Construction Worker II Hire Order

AGENDA DATE^a: November 4th, 2015 **SUBMITTING DEPARTMENT:** Road

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Doug Robbins

PHONE/EXT: 3393

BRIEF BACKGROUND OR NOTE^b: I am proposing to hire Chuck Gage to fill a vacancy created by the absence of long term employee due to medical reasons. Mr. Gage has a strong back ground in the construction field and comes with a great recommended from a previous employer. He was pick after interviewiing several applicants. His experience qualifies him to start at step F in this classification.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1)Hire Order
- (2)Job Description
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name: Road Department

Address:

City/State/Zip:

Phone:

Due date to send: / /

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Adminstrative Actions

LEGAL ASSESSMENT: Does this agenda item have a legal impact? Yes No
(If Yes, brief detail) Hiring an employee involves certain legal obligations.

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

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Maintenance and Construction Worker II

EXEMPT: No
SALARY LEVEL: Road Department Maintenance and Trade-5
SUPERVISOR: Maintenance and Construction Foreman
PREPARED BY: Road Master July 2012

POSITION SUMMARY:

Performs a variety of skilled manual tasks and operates light and medium sized equipment requiring journeyman level skills in the general construction and maintenance of county roads, bridges and related facilities. Performs related work as required.

This classification is distinguished from lower classifications by more regular operation of medium sized equipment requiring more experience and training (operates all but the most specialized equipment) and by less involvement in the less skilled manual tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Operates 5 and 10-12 yard dump trucks with a variety of trailers, front wheel loaders, rollers (pneumatic, double and single drum vibratory), backhoe, brushcutter, water tankers and truck mounted snow plows.

Performs manual labor associated with building fences, cleaning culverts, traffic control, pot hole patching, bridge repair, tree trimming, brush cutting, etc.

Occasionally operates or assists in the operation of more specialized or complex heavy equipment for training purposes. In the absence of a regular equipment operator, may operate heavy equipment once the proper operating procedures have been learned.

Other duties as assigned.

JOB DESCRIPTION
JOB TITLE: Maintenance and Construction Worker II -Page 2

SUPERVISORY RESPONSIBILITIES:

Based on experience and proficiency, employees in this classification may give some directions to employees in a lower classification when working in a crew.

QUALIFICATION REQUIREMENTS:

Must have considerable knowledge of the appropriate tools, equipment, materials and procedures used in road construction and maintenance.

Must have considerable knowledge of the rules of safe operation of equipment used by this classification and the precautions to be taken to avoid accidents.

Must have considerable skill in the efficient operation of 5 and 10-12 cubic yard dump trucks with trailers, front wheel loaders, rollers, backhoe, brush cutter and water tankers.

Must have the ability to learn the safe and efficient operation of heavy and specialized equipment such as grader, dozer, oil distributor, excavator and ditchmaster.

Must have the ability to provide minimal direction to a small group of employees on a specific job.

Must have the ability to establish and maintain effective working relationships with other employees and the public.

Must be able to understand and follow oral and written instructions.

EDUCATION AND/OR EXPERIENCE:

Minimum of one year of experience in general highway maintenance and construction work including the operation of light and medium construction equipment; sufficient education to insure the ability to read and write or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the duties.

JOB DESCRIPTION
JOB TITLE: Maintenance and Construction Worker II -Page 3

EDUCATION AND/OR EXPERIENCE: (Continued)

Requires possession of a valid Class A Oregon Commercial Drivers License (CDL) with tank endorsement.

Requires possession of a current certificate of completion of the ODOT Work Zone Traffic Control Course (Flagger Card).

PHYSICAL DEMANDS:

Must have the ability to perform strenuous physical tasks.

Must have the ability to work in variable and inclement weather conditions.

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

WORK ENVIRONMENT:

The noise level in the work environment may be high at times.

The weather in the work environment will be variable and may be adverse at times.

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO:_____

WHEREAS, it is the recommendation of, Douglas M. Robbins

Roadmaster, that the following person be hired to fill the position

identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Charles H. Gage	M&CWII	5-M / F	\$20.28	FT

The job description for this position is attached hereto and incorporated by reference.

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated

recommendation be in effect as of November 4th, 2015.

Dated this 04 day of November, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Hire order for T. Wardle for Community Service Coordinator

AGENDA DATE^a: November 4, 2015 **SUBMITTING DEPARTMENT:** Juvenile

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Jay Trost

PHONE/EXT: 3235

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Hire Order
- (2) Job Description
- (3)
- (4)

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

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Phone:

Due date to send: / /

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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) Hiring an employee entails certain legal obligations.

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

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Community Service Coordinator - Juvenile

EXEMPT: No
SALARY LEVEL: U-8
SUPERVISOR: Juvenile Department Director
PREPARED BY: Juvenile Department Director January 2005

POSITION SUMMARY:

This classification assumes responsibility for coordination of juvenile offender work programs. Additionally, position promotes, develops, coordinates and evaluates programs for juvenile offenders assigned by the courts to the community work program. Assesses program needs then develops; implements and interprets policy and procedure; develops and monitors budget; supervises support staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Duties assigned to this classification include, but are not limited to, the following examples.)

1. Manages the juvenile offender work program. Plans, develops, implements and evaluates work programs for juvenile offenders assigned by the courts to community work; coordinates with other department staff and the courts. Develops short- and long-range goals, objectives and evaluations of the program; monitors program budget. Establishes and interprets policy and procedure.
2. Plans the day-to-day work of the Work Crew Supervisor; maintains contact with each supervisor by regular site visits; inspects sites and prepares and submits written reports as warranted. Provides on-the-job training and instruction to each supervisor in accordance with established (and on-site) written procedures and practices. Ensures safety standards and procedures are maintained at each site and that supervisors are trained in safety and emergency procedures. Performs crisis intervention as necessary.
3. Develops relationships with federal, state, county and city agencies. Contacts agencies and negotiates, with the Juvenile Department Director's assistance, short and long-term contracts for work projects. Periodically evaluates and enhances connections.

JOB DESCRIPTION

JOB TITLE: Community Service Coordinator - Juvenile - Page 2

ESSENTIAL DUTIES AND RESPONSIBILITIES: (cont.)

4. Directs, supervises, assigns work to, sets priorities and monitors work performance of support staff; offers assistance as needed. Maintains standards of efficiency of employees through training and established goals and objectives. Ensures programs are in compliance with department goals and objectives and that employees are working safely. Assumes accountability for work performed within the program. Is involved in selection, training, and evaluation of staff. Develops and interprets policy and procedure. Maintains up-to-date schedules of supervisor availability; arranges for coverage at respective work sites.
5. Promotes community service, work crew and forestry programs of the department through public relations and education; makes presentations to community organizations and other agencies; interprets policy and procedure.
6. Assesses physical and emotional conditions of offenders. Assigns offenders to community service or work crew according to their court orders or sanctions. Monitor offender compliance and progress and keep Juvenile Counselors informed of offender's progress.
7. Researches and prepares variety of records, statistical and costing reports, involving statistical data and analysis to support projects, equipment usage and replacement and staffing.
8. Performs the same duties as Work Crew Supervisor in their absence.
9. Provides skill training, information and/or informal counseling to offenders. Attends training sessions; develops, modifies and/or accesses work related training programs and materials.
10. Transports juveniles to and from detention; provides direct supervision and/or court room security of juveniles as necessary.
11. Provides "on-call" services to police or other agencies in responding to the needs of juveniles.

JOB DESCRIPTION

JOB TITLE: Community Service Coordinator - Juvenile - Page 3

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THIS POSITION:

Knowledge of: Reasonable knowledge of human behavior; reasonable knowledge of assigning work and leading a work crew; reasonable knowledge of community resources; reasonable knowledge of and ability to participate in program planning, evaluating and implementing programs to meet objectives; reasonable knowledge of landscaping, carpentry and power tool equipment.

Skill in: Writing clear and concise correspondence, records, and reports.

Ability to: Communicate effectively in both oral and written form; give practical advice and guidance to juvenile offenders; lead, direct, maintain order, discipline and safety of juvenile offender work crew; estimate time and materials and manage time efficiently; relate to a diverse population of people; plan/coordinate work projects with community agencies; apply a practical knowledge of program management to day-to-day activities; safely operate power equipment; work within a team; remain calm and use good judgment during confrontational or high pressure situations; make decisions independently in accordance with established policies and procedures; establish and maintain records, reports and statistical data; courteously meet and deal effectively with other employees, courts, law enforcement agencies, public and non-profit agencies, the community, clients, families and the public.

Education, experience and training: Bachelor's degree in corrections, social work, or related behavioral science field. Experience in grounds maintenance or related field, which includes supervision of support staff, or any satisfactory equivalent combination of education, experience and training. At the time of appointment, must possess a valid Oregon driver's license.

SUPERVISORY CONTROLS OF THIS POSITION:

This classification works under the guidance from the Juvenile Department Director. The employee works independently in administering a complex area of responsibility and regularly confers with the Juvenile Department Director. Discretion is required in applying general goal and policy statements, in development of recommendations, policies and procedures and in resolving program problems. The employee develops approach to each case, prepares the procurement plan and carries out industry analyses independently up to the point of recommendation for award. Work is accomplished within a broad framework, with authority and responsibility in area of service. Periodic reviews of work performance are conducted in terms of expected results.

JOB DESCRIPTION

JOB TITLE: Community Service Coordinator - Juvenile - Page 4

GUIDELINES:

Work is performed within established departmental policies and procedures, state and county statutes, rules, regulations and ordinances; accepted procedures within parole and probation profession; grounds maintenance standards. Employee uses judgment in determining appropriate procedure. Supervisor is available when unusual problems are encountered.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Regular and consistent attendance is required. Work is performed both in an office environment and in the field, which involves everyday risks and discomforts and sometime adverse weather conditions requiring safety precautions. Physical demands may require bending, gripping with hands and fingers, hearing alarms and voice conversation, keyboarding, lifting up to 35 pounds, pulling, pushing, sitting, standing, stooping, twisting and walking rough terrain and possibly apprehending and restraining hostile people. A substantial amount of daily driving is involved.

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

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation Jonathan J. Trost, Juvenile Director, that the following person be hired to fill the position identified below at the specified salary range, step, rate of pay, and status:

Name	Position	Salary Range/Step	Rate	Status
Tatton M. Wardle	Community Service Coordinator	U8-A.5	\$3,381/mth	Full-Time/ Probationary

The job description for this position is attached hereto and incorporated by reference.

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of November 5, 2015.

Dated this 04 day of November, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Moss Adams FY15 Audit Engagement Letter

AGENDA DATE^a: 2015_11_04

SUBMITTING DEPARTMENT: Finance

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Gary Short

PHONE/EXT: 3232

BRIEF BACKGROUND OR NOTE^b: FY 2014/2015 Moss Adams Audit Engagement Letter. The \$80,200 audit fee is according to contract and includes \$64,000 Audit of Financial Statements, \$12,000 Single Audit for 2 major programs and \$4,200 Audit of Curry County Public Transit District. The fee and the Peer Review letter are the only changes from the prior year.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Letter

(1)2015_11_04 Finance FY15 Moss Adams Curry County Audit Engagement Letter.pdf

(2)2014_11_04 Finance -Moss Adams Peer Review - 2014

(3)2015_11_04 Finance Moss Adams Contract Fee Quote.pdf

(4)

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) Federal, State other grants normally require audits..
3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Send Document Hardcopy/Electronically to:

Name: Amanda Moore

Address: Moss Adams

City/State/Zip: Amanda.Moore@mossadams.com

Phone: cc: Gary Short

Due date to send: / /

***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) By this agenda item the Board is assuming certain obligations.

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**

Comment:

System Review Report

To the Partners of Moss Adams LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moss Adams LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 engagement].

In our opinion, the system of quality control for the accounting and auditing practice of Moss Adams LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Moss Adams LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
September 16, 2014

November 7, 2014

Christopher G. Schmidt, CPA
Moss Adams LLP
999 3rd Ave Ste 3300
Seattle, WA 98104

Dear Mr. Schmidt:

It is my pleasure to notify you that on October 31, 2014 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2017. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Larry Gray
Chair, National Peer Review Committee
nprc@aicpa.org 919 402.4502

cc: Samuel Edward Johnson

Firm Number: 10050024

Review Number 360155

Letter ID: 937205

PROFESSIONAL FEES

FEE QUOTE

We believe we are providing Curry County with an exceptional value. You will receive substantial attention by seasoned partners, managers and staff, timely results, and personalized service delivered in a way most are not accustomed to finding in an accounting firm.

Service	Fiscal Year June 30, 2013	Fiscal Year June 30, 2014	Fiscal Year June 30, 2015
Audit of County Financial Statements	\$60,000	\$62,000	\$64,000
Single Audit (for two major programs)*	\$11,000	\$11,500	\$12,000
Audit of Public Transportation Service District Financial Statements	\$4,000	\$4,100	\$4,200
Newsletters, Seminars, and Webinars			
Retention of Working Papers			
Attendance at Audit Committee Meetings			
Management Letter			
Communication of Internal Control Matters			
Expert Advice			
Support Services			
Total	\$75,000	\$77,600	\$80,200

Included

October 20, 2015

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

Re: Audit Service

Dear Commissioners:

Thank you for the opportunity to provide services to Curry County, Oregon. This engagement letter ("Engagement Letter"), along with the contract dated September 14, 2012, confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to Curry County, Oregon ("you," "your," and "County").

Scope of Services – Audit

In this engagement, we will perform the following services as of and for the year ended June 30, 2015:

1. Audit the financial statements of the County. We will also report on whether the schedule of expenditures of Federal awards, presented as supplementary information, is fairly stated, in all material respects, in relation to the financial statements as a whole.
2. Audit of Public Transportation Service District Financial Statements.
3. A-133 compliance audit in accordance with the provisions of the U.S. Office of Management and Budget's Circular A-133.
4. Report on the Minimum Standards for Audits of Oregon Municipal Corporations prescribed by the Secretary of State.
5. Preparation of the management letter.
6. Presentation of the final audit reports.
7. Meet with the Board of Commissioners at least once annually.

Objectives of the Audit

The objective of our audit is the expression of an opinion about whether your financial statements and supplementary information are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Engagement Letter when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the following:

- Internal control related to the financial statements and compliance with applicable laws, regulations, contracts, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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Board of Commissioners

Curry County, Oregon

Curry County Courthouse Annex

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- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with applicable laws, regulations, and the provisions of contracts and grant agreements that may have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non Profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, Federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. Generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

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Board of Commissioners

Curry County, Oregon

Curry County Courthouse Annex

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An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Such material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws, regulations, and the provisions of contracts and grant agreements that may have a direct and material effect on each major program.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and OMB Circular A-133. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements or on major federal programs. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the County's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of Moss Adams.

Procedures and Limitations—Internal Control

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the County's financial statements and on its compliance with requirements applicable to major federal programs.

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Curry County, Oregon

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We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with the provisions of laws, regulations, contract and grant agreements and other noncompliance matters that have a direct and material effect on the financial statements.

An audit is not designed to provide assurance on internal control or to identify deficiencies in the design or operation of internal control and accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. However, if, during the audit, we become aware of any matters involving internal control or its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants, we will communicate them in writing to management and those charged with governance. We will also identify if we consider any significant deficiency, or combination of significant deficiencies, to be a material weakness.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

Procedures and Limitations—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled “Objectives of the Audit.” As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the County’s compliance with the provisions of laws, regulations, contracts, and grant agreements that may have a direct and material effect on the financial statements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements that may have a direct and material effect on each major federal program. Our procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major federal programs. The purpose of those procedures will be to express an opinion on the County’s compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to OMB Circular A-133.

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Curry County, Oregon

Curry County Courthouse Annex

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Your Responsibility for Financial Statements, Internal Control, and Federal Award Compliance

You are responsible for establishing and maintaining internal control and for compliance with applicable laws, regulations, contracts and grants. In fulfilling this responsibility, the County is required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide the County with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws, regulations, contracts and grants.

As a condition of our engagement, you are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise you about appropriate accounting principles and their application and may assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but you remain responsible for the financial statements and the schedule of expenditures of federal awards. You acknowledge and understand that you are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets.

You are responsible for informing us about all known or suspected fraud affecting the County involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the County complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or noncompliance with the provisions of laws, regulations, contract, and grant agreements, that we may report.

You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

The County is responsible for establishing and maintaining internal control and for compliance with the provisions of laws, regulations, contracts, and grant agreements and for identifying and ensuring that the County complies with such provisions. You are also responsible for informing us of any significant vendor relationships in which the vendor is responsible for program compliance. The County is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations,

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Curry County, Oregon
Curry County Courthouse Annex
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contracts, and grant agreements or abuse that we may report. Additionally, as required by OMB Circular A-133, it is your responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You agree that as a condition of our engagement you will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Your Responsibility for Supplementary Information

You are responsible for the preparation of the supplementary information in accordance with the applicable criteria. You agree to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You are responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

Dissemination of Financial Statements

Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

The services outlined in this Agreement do not contemplate the requirements of Moss Adams or an underwriter or its lawyer in connection with the offering of securities, whether registered or exempt from registration, and Moss Adams will charge additional fees to provide any such services. We are under no obligation to reissue our report or provide written permission for the use of our report at a

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Curry County, Oregon

Curry County Courthouse Annex

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later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, we require and you agree that Moss Adams will be included on each distribution of draft offering materials and that we will receive a complete set of final documents. If we decide not to reissue our report or we withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the County's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the County's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the County's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

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Board of Commissioners

Curry County, Oregon
Curry County Courthouse Annex
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In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the County further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the County's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any member of the County's management.

Timing

James C. Lanzarotta is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin the final fieldwork for this engagement at your offices in October 2015.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

At the conclusion of the engagement, we will complete the auditor section of and electronically sign the Data Collection Form that summarizes our findings. We will provide electronic copies of our reports to you; however, it is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports and corrective action plan, as applicable) along with the Data Collection Form and the reporting package must be submitted within the earlier of 30 days after the date of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for the audit. At the conclusion of the engagement, we will make arrangements with management regarding Data Collection Form submission procedures.

Fees

Our fees for the audit services will be \$80,200 provided there are no scope changes or delays as noted above.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the County's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

The audit fee above is based on two major programs requiring testing for A-133 compliance. The fee for each additional grant requiring Single Audit compliance testing would be \$4,500 per program.

MOSS ADAMS LLP**Board of Commissioners**

Curry County, Oregon
Curry County Courthouse Annex
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Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 2014 report accompanies this letter.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. These fees are for audit services only, and assume that material financial statement areas are reconciled and properly adjusted and documented. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

If additional audit related reconciliations (considered outside the scope of our general audit procedures) are considered necessary, the limitations and the responsibilities County management must accept that are described in the "Scope of Services and Limitations – Non-Attest" section of this letter will apply, and management will be required to designate an individual responsible for overseeing and monitoring this work. These non-attest services will be billed in excess of the fee noted above, at our standard hourly rates.

Additional Services

You may request that we perform additional services not contemplated by this Engagement Letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. It is our practice to issue a separate agreement covering additional services. However, absent such a separate agreement, all services we provide you shall be subject to the terms and conditions in the Professional Services Agreement.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this letter and return it to us.

Very truly yours,



James C. Lanzarotta, Partner for
Moss Adams LLP

MOSS ADAMS LLP

Board of Commissioners
Curry County, Oregon
Curry County Courthouse Annex
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ACCEPTED AND AGREED:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of Curry County, Oregon with respect to this engagement and the services to be provided by Moss Adams LLP:

Dated this ___th day of November, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Hiring of a New Employee, Ryan Hughes

AGENDA DATE^a: 11/4/2015 **SUBMITTING DEPARTMENT:** District Attorney's Office

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: Hiring the position of Deputy District Attorney I

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

(1)Order

(2)Job Description

(3)

(4)

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) Additional Grant Funding

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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) Hiring an employee involves certain legal obligations.

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

Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: Deputy District Attorney I

EXEMPT:	Yes	
SALARY LEVEL:	E-11	
SUPERVISOR:	District Attorney	
PREPARED BY:	District Attorney	May 2014

POSITION SUMMARY:

Performs legal work in the prosecution of adult criminal cases; punitive contempt of court cases; violation cases and mental commitment cases and juvenile delinquency and dependency cases.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Responsibilities and duties of the Deputy District Attorney I, include but are not limited to:

1. Reviewing and filing of misdemeanor and minor felony cases, interviewing witnesses and officers, conducting legal research, preparing witnesses to testify, conducting direct and cross examination of witnesses and researching and drafting of memorandums and other legal documents, drafting and review of search and arrest warrants, and preparing for trial.
2. Appearing in Court for: Arraignments, Pre Trial Conferences, Omnibus Hearings, Misdemeanor Trials, Probation revocation hearings, Mental hearings, Juvenile Court hearings, other miscellaneous Court hearings.
2. Work is performed under the supervision of the District Attorney.

SUPERVISORY RESPONSIBILITIES:

None

QUALIFICATION REQUIREMENTS:

Must have a thorough knowledge of the rules of evidence and court practices procedures and terminology.

Must have the ability to organize, interpret and apply legal principles; must establish and maintain effective working relationships with office staff, police agencies, county officials, court officials, attorneys and the public.

DESIRABLE QUALIFICATIONS:

An interest in criminal law, trial work, and prosecution

JOB DESCRIPTION

JOB TITLE: Deputy District Attorney I – Page 2

EDUCATION AND/OR EXPERIENCE:

Must have a juris doctorate; two years of experience in legal practice or legal research and writing; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties. Must at all times of employment be lawfully able to appear in court as a prosecutor and attorney for the State of Oregon.

NECESSARY SPECIAL REQUIREMENTS:

Must have a valid driver license.

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

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

**IN THE MATTER OF THE HIRING OF)
A NEW EMPLOYEE)**

ORDER NO: _____

WHEREAS, it is the recommendation of Everett Dial
(Name)

District Attorney , that the following person be hired to fill the position
(Title)

Identified below at the specified salary range, step, rate of pay, and status:

<u>Name</u>	<u>Position</u>	<u>Salary Range/Step</u>	<u>Rate</u>	<u>Status</u>
Ryan Hughes	Deputy D.A. 1	N/A	\$23.57	Irregular

The job description for this position is attached hereto and incorporated by reference.

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated

recommendation be in effect as of November 05, 2015.

Dated this 04 day of November, 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Intergovernmental Grant Agreement Signature Authority to D.A.

AGENDA DATE^a: 11/4/2015 **SUBMITTING DEPARTMENT:** District Attorney

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Everett Dial

PHONE/EXT: 3214

BRIEF BACKGROUND OR NOTE^b: CAMI Grant Agreement

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Agreement

(1)CAMI Grant Agreement

(2)

(3)

(4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^{*}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: approximately 19% funding increase over current budget
2. Confirmed Submitting Department's personnel-related materials Yes No N/A
Comment:
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

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

(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No

Commissioner Thomas Huxley Yes No

Commissioner David Brock Smith Yes No

Comment:



DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

MEMORANDUM

DATE: October 22, 2015

TO: 2015-2017 Child Abuse Multidisciplinary Intervention Grant
Recipients

FROM: Robin Reimer, CAMI Fund Coordinator
Crime Victims' Services Division

Attached is your agency's 2015-2017 Child Abuse Multidisciplinary Intervention Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement and exhibit are signed, please **change the application status in CVSD E-Grants to "Application Accepted"** and upload a copy of the signed Grant Agreement with Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. **Please complete these steps as soon as possible.**

Once the signed Grant Agreement and Exhibit has been received by CVSD, a copy of the document signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded to E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your Grant Agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please feel free to contact Robin Reimer at 503-378-6795.

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT**

**INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2015-CURRYCo.DAVAP-00011**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Facsimile Number: (503) 378-5738

AND: Curry County, acting by and through its (Grantee)
District Attorney Office
94235 Moore St #232
Gold Beach, OR 97444
Facsimile Number: (541) 247-6680

PROJECT START DATE: July 1, 2015

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis for Award. Pursuant to ORS 418.746, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. This Agreement will become effective on the date when all required signatures have been obtained, including any necessary approvals.

Section 1.04. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, Grant Management Handbook, the grant RFA, Grantee's Application. 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.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

TERMS AND CONDITIONS

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$ **75,052.41** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account provided however that Grantor shall deduct from the amount of said Grant the amount by which the Carryover exceeds five percent (5%) of Grantee's 2013-2015 grant allocation, to financially support and assist Grantee's implementation of the Grantee's Application submitted in E-Grants and dated as of **March 23, 2019**, as updated by supplemental information submitted by Grantee to Grantor on **July 2, 2015 & October 21, 2015**, all of which are incorporated herein by this reference and collectively referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05 and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

- (a) Additionally, up to \$ **1,369.21** on the date of this Agreement by hereby permitting Grantee to retain (and expend in accordance with this Agreement) funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.05) appropriately describing the expenses incurred during the previous quarter.
 - (ii) Grantor has received a copy of the completed semi-annual summary to report on the progress of the Project Goals, Objectives and Performance Measures as

described in Section 5.05(b).

(iii) Grantor has received sufficient information in CVSD E-Grants to compile 2015-2016 and future annual reports as described in Section 5.05(c).

(d) No default as described in Section 6.03 has occurred;

(e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSD E-Grants Modification Announcement found in CVSD E-Grants;

(f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

none

Section 2.06. Grant Availability Termination. Except for the final payment, the availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall end on **June 30, 2017** (the "Availability Termination Date"). Grantor will disburse final Grant payment after the Availability Termination Date subject to Grantee's successful submission of final Grant financial report as provided in Section 5.05(c).

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area, as described in Exhibit A, and is further limited as set forth in Exhibit B. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor on **July 2, 2015 and October 21, 2015**: Personnel, Services and Supplies, and Other Expenses (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget. Grantee may not transfer Grant moneys between or among Budget line items except with the prior written approval of Grantor. At no time may a budget modification change the scope of the original grant application or grant agreement.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails

to return the amount of the unexpended funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) 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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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 Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **June 30, 2017** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.

Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at

least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.04. Confidentiality. In order to ensure the safety of child victims and non-offending family members of child abuse, domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the recipient of services or the recipient's responsible parent or guardian about whom information is sought, whether for this Project or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual of a victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSD E-Grant system at www.cvsdegrants.com.

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSD E-Grant system.
- (b) Semi-Annual Program Report. Twice in each year of the grant, Grantee shall submit program progress and service information describing the activities of the Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall prepare and submit. These reports will document grant-funded activity as listed in the Intervention Plan, described in

ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly's Law (ORS 419B.022 *et. seq.*).

- (c) Annual Report. Combined, through CVSD E-Grants, the Quarterly Financial Report and the Semi-Annual Program Report, due no later than 30 days after the close of the 12 month period (June 30, 2016 and June 30, 2017) may replace Grantee's formal submission of an Annual Report. Otherwise, an Annual Report, through CVSD E-Grants, will be due no later than 90 days after the final payment of the fiscal year (July, 2016 and July, 2017). Grantor reserves the right to request further information in accordance with the need to compile annual program service and financial information.

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor will require meeting minutes as part of any budget revision discussion, indicating the MDT's approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at <http://www.doj.state.or.us/victims/cami.shtml>, and incorporated herein.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination for Convenience; Termination by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under

any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (b) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (c) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If a party's default is not cured within fifteen (15) days of written notice thereof to the other party (or such longer period as the notifying party may authorize in its sole discretion), the notifying party may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future CAMI Account awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantor

terminates this Agreement as a result of Grantee's default, Grantee shall return all unexpended funds to Grantor. The parties shall engage in nonbinding discussions to give the alleged defaulting party an opportunity to present reasons why it believes it is not in default or that the default is not material and give the notifying party an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any misexpended funds.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 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 mailed shall be deemed to be given five (5) days after mailing. 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.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants.

Section 7.05. Subcontracts, Successors and Assignments.

a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or

obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement 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.

Section 7.07. Contribution and Indemnification.

- (a) 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 a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee 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 the Grantor on the one hand and of the Grantee 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. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee 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 the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor 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 the Grantee on the one hand and of the Grantor 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the

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.

- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") 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 Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS on Exhibit C, attached hereto and incorporated by reference herein, and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Grantor. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall

survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. 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.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

By: _____

Title: Assistant Attorney General _____

Date: _____

EXHIBIT A
GRANT AWARD SERVICE AREAS

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

1. **Assessment Services.** Assessment services are medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

Medical Assessment means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

Intervention Service means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

Psycho-Social Assessment means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

2. **Advocacy Services.** Advocacy services are services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

Protective Services means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

Intervention Advocacy means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

Prevention Advocacy means activities associated with local and state fatality reviews or subsequent prevention strategies to reduce abuse or neglect related fatalities.

Professional Training and Education means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.

3. **Treatment Services.** Treatment services are information, referral or treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

Information means providing information regarding treatment resources.

Referral means referral to therapeutic services.

Treatment means providing and coordinating therapeutic treatment intervention.

Exhibit B
ELIGIBLE EXPENSES

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:

1. Costs for staff, interviewers, interpreters, prosecutors (Deputy District Attorneys) and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.

EXHIBIT C
SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides

transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or 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").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either 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 this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor 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 Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US

AGENDA ITEM TITLE: Statewide Transportation Improvement Program (STIP) Grant Application for Public Transit

AGENDA DATE^a: 11-04-2015 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Susan Brown **PHONE/EXT:** 3229

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Application

- (1)STIP Grant Application (coming)
- (2)
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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) Grant Applications entail certain legal obligations

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**

Comment:

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_Office@CO.CURRY.OR.US

AGENDA ITEM TITLE: Connect Oregon VI Application Letter of Support for the Del Norte County Regional Airport Terminal Project

AGENDA DATE^a: 11/04/2015 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: Susan Brown

PHONE/EXT: 3229

BRIEF BACKGROUND OR NOTE^b: The City of Brookings has applied for funds to support the terminal project. As a member of the Border Coast Regional Airport Authority, and for economic development purposes, supporting the terminal expansion is important to the county, especially the southern half of the county.

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Letter

- (1) Draft Letter of Support
- (2)
- (3)
- (4)

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) Economic Development
- 3. If Land Transaction, filed with the clerk? **Yes** **No** **N/A**

INSTRUCTIONS ONCE SIGNED:

No Additional Activity Required

OR

Brookings, and Commissioner Brown

Send Document Hardcopy/Electronically to:

Name: ODOT, copy to BCRAA, City of

Address: See letter

City/State/Zip:

Phone:

Due date to send: 11 /06 / 2015

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

PART II – COUNTY CLERK REVIEW

EVALUATION CRITERIA:

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

PART III - FINANCE DEPARTMENT REVIEW

EVALUATION CRITERIA 1-4:

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

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

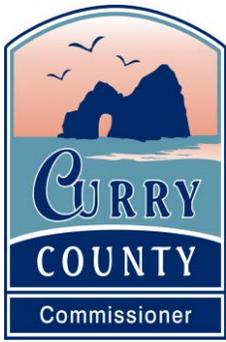
LEGAL ASSESSMENT: Does this agenda item have a legal impact? **Yes** **No**
(If Yes, brief detail)

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

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

Comment:



**Curry County
Board of Commissioners**

Susan Brown, *Chair*
Thomas Huxley, *Vice Chair*
David Brock Smith, *Commissioner*

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

November 4, 2015

**ODOT Freight Mobility Unit
555 13th Street NE, Suite 2
Salem, OR 97301-3871
Attn: Connect Oregon Program**

The Curry County Board of Commissioners wishes to express their support of the Connect Oregon VI application submitted by the City of Brookings on behalf of the Border Coast Regional Airport Authority for replacement of the airport passenger terminal at the Del Norte County Regional Airport.

Curry County has been a partner in the Border Coast Regional Airport Authority for several years, supporting their efforts to improve regional air service to Oregon and California residents. The Del Norte County Regional Airport serves as the hub for commercial air transportation for our region and plays an important role in the continued development of Curry County to support economic development and citizen's needs. With the scheduled funds from FAA over the next three years and the successful award of the Connect Oregon VI program, the Del Norte County Regional Airport terminal project will become a reality.

Curry County and Del Norte County are closely connected in areas of development and growth, having hundreds of citizens that may work in one county and reside in the other, ensuring that any opportunity for growth and development affects both counties similarly. Curry County's support and participation in this project will only enhance both economies and benefit all regional communities.

Thank you for your consideration and we urge you to support the City of Brookings/Border Coast Regional Airport Authority's application to the Connect Oregon VI program.

CURRY COUNTY BOARD OF COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Adopt a Job Description for an Existing Position - County Legal Counsel

AGENDA DATE^a: 11-04-2015 **SUBMITTING DEPARTMENT:** Commissioners

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: David Brock Smith

PHONE/EXT: 3260

BRIEF BACKGROUND OR NOTE^b:

^bindicate if more than one copy to be signed

FILES ATTACHED:

SUBMISSION TYPE: Order

- (1) Job Description
- (2) Order
- (3)
- (4)

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

Send Document Hardcopy/Electronically to:

Name:

Address:

City/State/Zip:

Phone:

Due date to send: / /

^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: No need for Salary Committee review
3. If job description, Salary Committee reviewed: Yes No N/A
4. If hire order requires an UA, is it approved? Yes No Pending N/A

PART IV – COUNTY COUNSEL REVIEW

AGENDA ASSIGNMENT TYPE: Administrative Actions

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

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT

LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:

Commissioner Susan Brown Yes No
Commissioner Thomas Huxley Yes No
Commissioner David Brock Smith Yes No
Comment:

**CURRY COUNTY
JOB DESCRIPTION**

JOB TITLE: County Legal Counsel

EXEMPT: Yes
SALARY LEVEL: E - 17
SUPERVISOR: District Attorney
PREPARED BY: Payroll and Personnel

November 2015

POSITION SUMMARY:

The County Legal Counsel performs a variety of legal services for the Board of Commissioners and all County departments relative to civil matters. The legal services performed are in such varied fields as land use, bankruptcy, assessment and taxation, torts, contracts, labor law, real property and municipal law. In addition to the above-referenced legal services, the County Legal Counsel serves as the risk manager for Curry County.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Provides legal counsel to the County Board of Commissioners, County officers, departments and various boards and commissions; attends public meetings and work sessions; advises on legal rights and responsibilities and other legal issues.

Advises and provides training to County department staff on appropriate action for a variety of legal problems and issues including risk management; interprets Federal, State and local legislation, statutes, rules and regulations; reviews and makes recommendations of proposed policy or procedural changes.

Researches and prepares ordinances, resolutions, contracts, agreements, leases, deeds and other legal documents; investigates and analyzes legal issues.

Researches, studies and interprets the application of laws, court decisions and other legal authorities and precedents; prepares legal opinions, memoranda briefs.

Reviews all claims against the County and takes appropriate action including coordination with the County's risk management consultants.

Prosecutes, defends and appeals legal actions, suits and other proceedings on behalf of the County; prepares and presents cases at trials or hearings; investigates facts; interviews and deposes witnesses; prepares case reports and summaries.

Serves as Risk Manager for the County, and facilitates County staff meetings.

JOB DESCRIPTION
JOB TITLE: County Legal Counsel - Page 2

SUPERVISORY RESPONSIBILITIES:

Supervision is required of office staff.

QUALIFICATION REQUIREMENTS:

Knowledge of -

Thorough knowledge of Oregon and Federal law;
rules of evidence;
legal practices, procedures and terminology;
court procedures;
legal research methods and methods for preparing various legal documents associated with administrative and judicial proceedings.
Considerable knowledge of the principles and procedures of civil law.
Familiarity with personal computers.

Ability to -

organize, interpret and apply legal principles and knowledge in conducting legal research and preparing legal opinions;
communicate effectively both verbally and in writing;
establish and maintain effective working relationships with County officials, court officials, other attorneys and the public.

Special requirements -

Member in good standing of the Oregon State Bar Association.
Admission to Practice in the Federal Courts.

EDUCATION AND EXPERIENCE:

Doctor of Jurisprudence degree from an accredited law school; five years experience in the practice of law, preferably with experience in public law; or any satisfactory equivalent combination of experience and training which demonstrates the ability to perform the above described duties.

PHYSICAL DEMANDS:

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

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

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

)
)
)

ORDER NO:_____

WHEREAS, it is the recommendation of, David Brock Smith, Commissioner, that the attached position description be adopted for the following position:

County Legal Counsel
Position Title

E-17
Range

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

NOW, THEREFORE, IT IS HEREBY ORDERED that the above stated recommendation be in effect as of November 4, 2015. This description replaces any previous description approved for this position.

Dated this 04 day of November 2015.

CURRY COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Susan Brown, Chair

M. G. Herbage
Curry County Legal Counsel

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

CURRY COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM ROUTING SLIP
FORM 10-001.1

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

AGENDA ITEM TITLE: Criminal Justice Commission Justice Reinvestment Grant Program Agreement- Signature Authority to Commissioner Huxley

AGENDA DATE^a: 04 Nov. 2015 **SUBMITTING DEPARTMENT:** Counsel

^aSubmit **5:00 p.m. on the Wednesday** prior to the next General meeting.

CONTACT PERSON: M. Gerard Herbage **PHONE/EXT:** x3291

BRIEF BACKGROUND OR NOTE^b: The instructions call for two original copies to be signed.

^bindicate if more than one copy to be signed

FILES ATTACHED: **SUBMISSION TYPE:** Agreement

(1) Letter re grant from the Criminal Justice Commission to Commissioner Huxley dated October 20, 2015 with document processing instructions

(2) Criminal Justice Commission Justice Reinvestment Grant Program Agreement

(3)

(4)

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

Send Document Hardcopy/Electronically to:

Name: Ben Wyatt, Oregon CJC

Address: 885 Summer Street NE

City/State/Zip: Salem, OR 97301

Phone: (503) 378-2655

Due date to send: / /

^aNote: 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: this is \$50,000 more than adopted HB3194 budget

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) This is an agreement with specific terms and conditions.

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

Comment:



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St NE
Salem, OR 97301-2522
TEL: 503-378-4830
FAX: 503-378-4861

October 20, 2015

Thomas Huxley
Curry County
94235 Moore St. Suite 122
Gold beach, OR 97444

Dear Thomas:

This letter serves as the official **Grant Award Letter** for your **2015-17 Justice Reinvestment Grant** from the Criminal Justice Commission (CJC). The CJC received 15 grant applications by the expedited deadline. The evaluation of your application is complete and the CJC Commissioners approved awards and guidelines for CJC staff to commence with the awarding process.

This grant period will run from July 1, 2015 – June 30, 2017. Funding for the grants will be through state funds.

Generally the proposals requested assistance to increase opportunities for downward departures, STTL, and meeting offender needs for successful rehabilitation.

- Risk and needs assessment for services
- Case planning to address the specific risk, need, responsivity, and dosage
- Reach-in services
- Re-entry programs
- Housing assistance
- Jail beds for swift and certain sanctions
- Local jail treatment programs

Please read the following very carefully as it contains important and time sensitive information.

The amount of your award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483.

After the applications were evaluated by CJC staff and the Community Based Victims Advisory Panel, they were advanced to the Grant Review Committee. On September 22nd, the Grant Review Committee approved your application to be moved forward to the Commissioners. On September 24th, the CJC Commissioners approved your award as follows:

Program Funding:	\$ 200,507
10% Victims Funding:	\$ 23,048
Total Funding Award:	\$ 223,555

The CJC will disburse the grant funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016. ***The Year 1 award amount will be \$ 111,778.***

Michael Schmidt
Executive Director

COMMISSIONERS:

Darryl Larson
Chairman
Sen. Floyd Prozanski*
Rep. Andy Olson*
Walter Beglau
Rob Bovett
Mark Eddy
Greg Hazarabedian
Kiki Parker-Rose
Lee Ayers-Preboski
*Non-Voting



NEXT STEPS IN ACCEPTING THIS AWARD

1. Please sign and return **two original copies** via U.S. mail service to CJC ***as soon as possible***.
2. CJC management will then sign the Grant Award Agreements and return a fully executed copy to you for your files.

ADDITIONAL GRANT REQUIREMENTS/INFORMATION

QUARTERLY PROGRESS REPORTS

Grantees are required to submit quarterly **Progress Reports**. Your Grant Analyst will provide the template for Progress Reporting by Wednesday, December 16, 2015. Deadline details for these reports will be listed in the Grant Award Agreement.

PROOF OF INSURANCE

Successful Grantee(s) must provide all required proofs of insurance within fourteen 14 calendar days of receipt of Grant Award Letter. Failure to provide the required documents within the fourteen 14 calendar-day period may result in Application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in Exhibit C of the Grant Award Agreement.

AWARD DECISIONS & PERFORMANCE MEASURES

The **Criminal Justice Commissioners** make **final** award decisions. CJC may negotiate the program performance measures and other components of the Award. Performance measures will include outcome measures as proposed in its Application and the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization). In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by CJC, then CJC reserves the right to cancel the award with the Grantee.

SUBAWARD CONTRACTS/AGREEMENTS

CJC reserves the right to obtain copies of all of our grantees' sub award contracts/agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

If you have additional questions please do not hesitate to contact your Grant Analyst, Ben Wyatt at Ben.Wyatt@oregon.gov or (503) 378-2655.

Sincerely,



Paul Egbert
Operations Manager
Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301-2524

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “**CJC**”, and **Curry County**, hereinafter referred to as “**Grantee**”. CJC and Grantee are hereinafter referred to individually without distinction as “**Party**” and collectively as the “**Parties**”.

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Subcontractor Insurance**

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. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$223,555** (“**Grant Funds**”) for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely for the project described in Exhibit A (“**Project**”) 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 CJC by amendment pursuant to Section 11.c hereof.

5. Reports. Grantee shall submit the reports required by this Section.

a. Progress Reports. Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance

measures (as proposed in its Application, as defined below, and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10th day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term “Application” means the application of the Grantee dated August 18, 2015, which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee’s subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

b. Conditions Precedent to Disbursement. CJC’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** The Justice Reinvestment Account (“Account”) has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.
- iii.** Grantee is in compliance with the terms of this Agreement.
- iv.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and

agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee'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.

c. **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee 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 CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee 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 Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter and organic documents, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee 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 Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, 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.** Grantee'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 State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee 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. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon (“Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement

to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. Sub agreement indemnity; insurance.

Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003 or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC 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 Grantee's sub agreement or any of such party's officers, employees, agents, subgrantees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee's sub agreement from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee, subcontractor or contractor is prohibited from defending State, that Grantee's subgrantee, subcontractor or contractor is not adequately defending State's interests, 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 Grantee's subgrantee, subcontractor or contractor if State elects to assume its own defense.

Grantee 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 B to this Agreement.

c. Procurements.

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. Termination

a. Termination by CJC. CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of CJC, any of its outcome or performance measures(as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization; or

iii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

v. Grantor has been notified by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;

vi. 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

vii. The Project would not produce results commensurate with the further expenditure of funds.
b. Remedies of CJC. In the event of termination by CJC pursuant to Section 10.a.i. i. or ii. above, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

- i.** Terminating all further disbursements of Grant Funds.
- ii.** Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
- iii.** Declaring Grantee ineligible to receive future awards from CJC.
- iv.** Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.

c. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i.** The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; 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.

Upon termination of this Agreement by Grantee under this subsection c, CJC may end all further disbursements of Grant Funds, but Grantee shall not be required to repay to CJC any Grant Funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

11. General Provisions

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee 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 CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC'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 CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a

jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; Budget Changes. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective without a written amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

d. Duplicate Payment. Grantee 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.

e. No Third Party Beneficiaries. CJC and Grantee 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.

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. 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.

g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and

Grantee 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.

h. Compliance with Law. Grantee 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. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

i. Insurance; Workers' Compensation. All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

j. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. 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.

l. 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.

m. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, 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.

Grantee

By:

Signature of Grantee Date

Name & Title

Federal Tax ID Number

State Tax ID Number

Criminal Justice Commission

By:

Michael Schmidt, Executive Director Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Lynn Nagasako by email dated October 15, 2015

Lynn Nagasako Date

CJC Grant Administrator
Ben Wyatt
885 Summer St. NE
Salem, OR 97301-2524
ben.wyatt@oregon.gov
(503) 378-2655

Grantee Contact
Thomas Huxley
94235 Moore St. Suite 122
Gold Beach, Oregon 97444
huxleyt@co.curry.or.us
541-247-2718

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by reducing prison populations and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach that: (1) analyzes criminal justice trends to understand drivers of local prison use; (2) promotes the effective implementation of investments that increase public safety and improve offender accountability; (3) measures the impact of the policy changes and reinvestment resources; and (4) ties results to funding.

This Agreement funds the **Curry County Justice Reinvestment Grant Program**.

Project Start Date: July 1, 2015
GRANT #: JR-15-011
PROGRAM CONTACT: Thomas Huxley
EMAIL: huxleyt@co.curry.or.us
TELEPHONE: 541-247-3296

Project End Date: June 30, 2017
FISCAL CONTACT: Debbie Crumley
EMAIL: crumleyd@co.curry.or.us
TELEPHONE: 541-247-3299

BUDGET SUMMARY:

	Grant Funds Requested
Program 1: Thinking For Change	\$200,507
10% Victims: Oasis Shelter	\$23,048
Total	\$223,555

EXHIBIT B

Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

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. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

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

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to CJC. 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 CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

Required by CJC Not required by CJC.

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 CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, 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 Grantee '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 CJC may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee 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.

The Grantee shall immediately notify the CJC of any change in insurance coverage.