

**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:** Matercard Request - Brenda Starbird

**AGENDA DATE<sup>a</sup>:** 11-24-15    **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **5:00 p.m. on the Wednesday** prior to the next General meeting.

**CONTACT PERSON:** M. Gerard Herbage

**PHONE/EXT:** 3291

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Memo authorizing Visa Card for County Counsel Legal Assistant, Brenda Starbird

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

- (1) Matercard Request Memo
- (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: Cena Crook

Address: Finance

City/State/Zip:

Phone: 3252

Due date to send:        /        /

<sup>c</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Consent Calendar

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?    Yes  No   
(If Yes, brief detail) This action would authorize a credit card.

**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:



## MEMO

**To:** Gary Short, County Accountant  
**From:** M. Gerard Herbage, County Counsel  
**Date:** November 24, 2015  
**Subject:** Request for Mastercard credit card – Brenda L. Starbird

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This communication is to approve the issuance of a County Credit Card to County Counsel Legal Assistant, Brenda L. Starbird . This credit card is needed in order to perform the job requirements, which may include and are not limited to: obtaining materials, conferences & trainings and official business. A credit card limit of \$1,000 total is requested.

Thank you for your assistance.

### CURRY COUNTY BOARD OF COMMISSIONERS

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Susan Brown, Commissioner

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Thomas Huxley, Commissioner

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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:** Community Development Department October Activity Report

**AGENDA DATE<sup>a</sup>:** November 25, 2015

**SUBMITTING DEPARTMENT:** Community Development

<sup>a</sup>Submit **5:00 p.m. on the Wednesday** prior to the next General meeting.

**CONTACT PERSON:** Carolyn Johnson, Planning Director  
541-247-3228

**PHONE/EXT:**

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** The Community Development Department Activity Report identifies permitting, administration and planning activity in Curry County for the BOC and the public information for the month of October, 2015.

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Exhibit

- (1)Community Development Department Monthly report for October, 2015
- (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:        /        /

<sup>c</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** (Select)

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

**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:



## **Community Development Department October 2015 Activity Report**

### **Permit Applications and Plan Review for Commercial Buildings**

#### Commercial Mechanical

HVAC installation  
94276 Gauntlett St, GB

#### Commercial Plumbing

Replacement and new installation  
95706 Jerry's Flat Rd 13, GB

#### Commercial RV/Man. Home Park

Add 8 new RV Spaces  
98004 Hall Way, Brookings

#### Commercial Structural

Replacement work  
94400 11<sup>th</sup> St. GB

Repair Work/dock  
16274 Harbor Dr, Brookings

Rot Repair  
98203 S Bank Chetco Rd, Brookings

### **Permit Applications and Plan Review for Residential Buildings**

#### Single family homes/stick built

32774 Cedar Valley Rd, GB  
96987 Floras Creek Rd, Langlois  
98179 Tuttle, Brookings  
95761 Ponderosa Dr, GB  
29452 Coho Ln, GB

241 Sixteenth St, Port Orford  
34450 Agness-Illahe Rd, Agness

#### Stick built/Residential Demolition

33380 Cedar Valley Rd, GB

### **Residential/manufactured home Permits**

#### New Homes

94749 Jerrys Flat Road, GB (9)  
33380 Cedar Valley Rd, GB  
19921 Whaleshead Rd, Brookings (7)  
18395 Taylor Creek Rd, Brookings

94749 Jerrys Flat Rd

#### Replacement Homes

94578 Shadow Ln, GB  
94270 Button Ln, GB

### **Residential Mechanical Permit applications and Plan Review**

503 King Street, Port Orford – wood stove installation  
94175 Ninth St, GB – new heat pump  
42156 Vista Dr, Port Orford – new heat pump  
47650 Grouse Ln, Langlois – wood stove installation

### **Residential Plumbing, new and replacements - 5**

### **Residential Structural Permit applications and Plan Review**

14928 Oceanview Dr, Brookings – patio cover  
31780 Chantrelle Ln, GB – addition to single family dwelling

**Residential Structural Permit applications and Plan Review cont.**

98126 W Benham Ln, Brookings – garage addition  
96340 Alder Ridge Rd, Brookings – pole barn  
98617 Seahorse Ln, Brookings – single family addition  
94273 Wedderburn LP Rd, GB – single family addition  
93997 Pebble Pl, GB – single family addition  
30595 Sand Dr. GB – deck repair  
42746 Port Orford Loop Road – re-roof

**Inspections - 76                      Code violation visits – 8                      Renewal CUP – 1**  
**Phone and counter – 600 calls / visits                      New address - 3**  
**Planning Clearance<sup>1</sup> – 17                      Land Use Compatibility Statements – 2**  
**Property line adjustment or vacation – 1                      Conditional Use Permits – 1**  
**Comp Plan with Zone Change - 1**

**October Revenue - \$58, 826**

**Administration**

Conferral/review with staff on complaints                      Coastal Planners webinar  
Training related to Rogue Council Board membership  
Hand off of projects from Administration/Economic Development  
Meeting with Port Orford citizen on the planning process  
Meeting with County Counsel regarding Marijuana regulations  
Zoning responses to staff                      Department Manager meeting  
Meeting with Road dept, road repair/needed paperwork.  
Work on administrative tools for Department efficiency  
Meetings with Commissioners, various questions and requests for information  
Meetings with four Planning Commissioners  
Rogue River TMDL phone meeting with DEQ staff                      Great Shake-out

**Development Projects meet and confer**

Ongoing discussion with Fed Ex reps regarding new development in Harbor  
Site visit and meeting with applicant representative regarding SFR application in Harbor  
Begin staff report preparation for Harbor home CUP  
Staff report preparation/completion & CUP for SFR app/ China Mountain

**Long Range Planning**

Conferral with DEQ staff regarding violations  
Work on Zoning Code amendments; Ag and Forest  
Conferral with DLCD regarding FEMA implementation grant work  
Pre-app/Comp Plan change/Zoning Ordinance amendment in Harbor, from Rural Residential/5 to Heavy Commercial/C2

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<sup>1</sup> Verification that Building Permit applications are consistent with County and State regulations.

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

**AGENDA ITEM TITLE:** CASA of Curry County Acknowledgement of the Boards support

**AGENDA DATE<sup>a</sup>:** 11-24-2015 **SUBMITTING DEPARTMENT:**

<sup>a</sup>Submit **5:00 p.m. on the Wednesday** prior to the next General meeting.

**CONTACT PERSON:** Mona Chandler

**PHONE/EXT:** 541-813-2272

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** acknowledging them in all the support they have shown and given to CASA of Curry County and the Foster children of this county.

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE: (Select)**

- (1)Email requesting agenda inclusion
- (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

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

Name:

Address:

City/State/Zip:

Phone:

Due date to send:        /        /

Email:

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

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

(If No, brief detail)

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

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

**AGENDA ITEM TITLE:** Discussion of Possible Tree Removal on Merrill Lane, Harbor, Oregon

**AGENDA DATE<sup>a</sup>:** 24 Nov. 2015      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **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<sup>b</sup>:**

<sup>b</sup>indicate if more than one copy to be signed

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

- (1)3 Maps
- (2)Quote from Western Pacific Tree Service
- (3)Quote from KMJ Logging, Inc.
- (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:      /      /

<sup>a</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:**      New Business

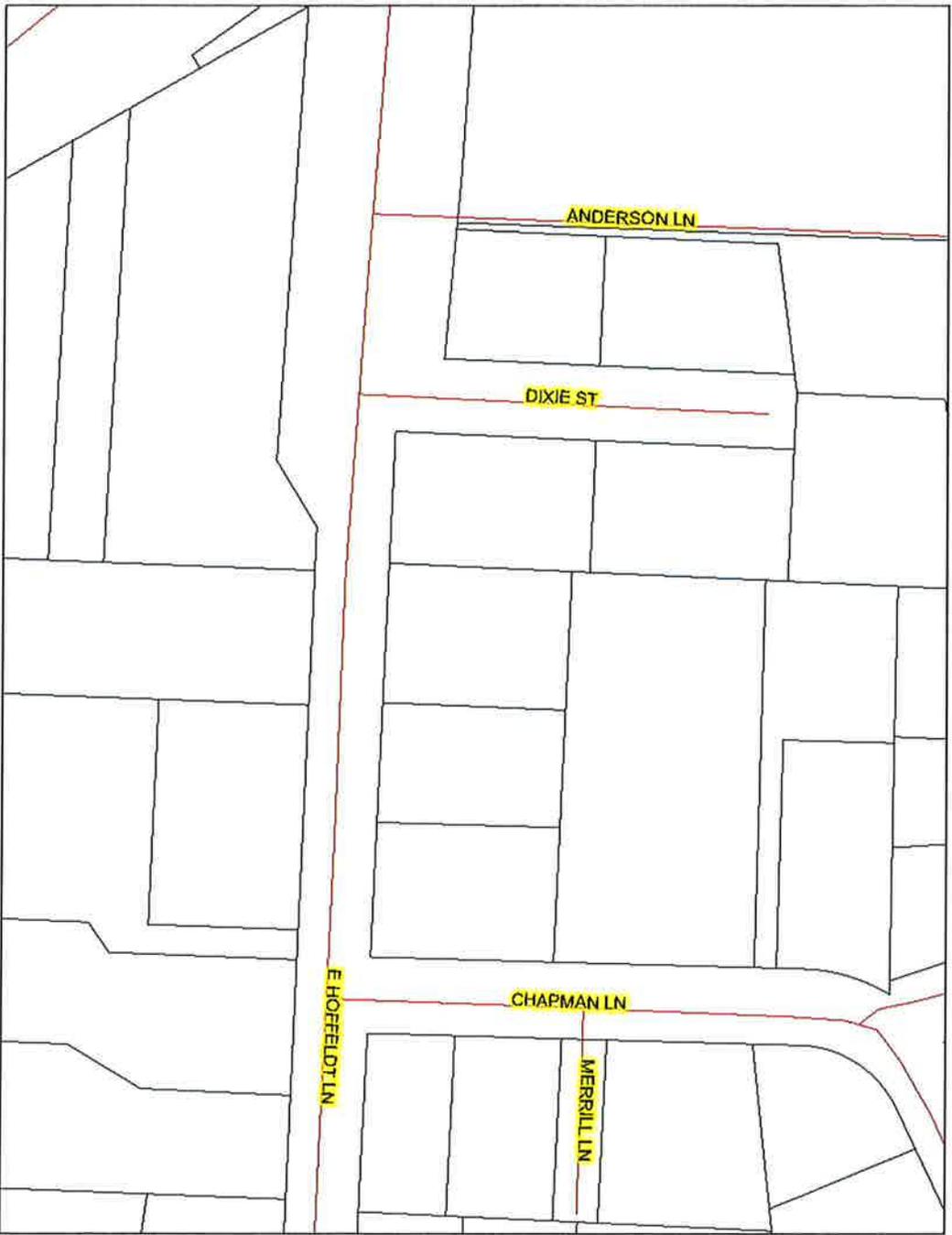
**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?      Yes  No   
(If Yes, brief detail)

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

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

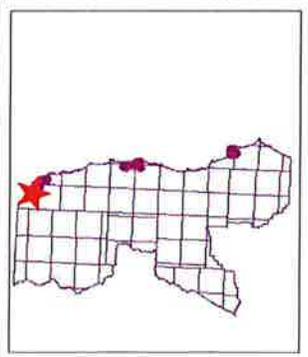
# Curry County Enterprise GIS



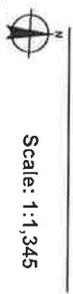
0 125 250 375 ft.

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

Map center: 42° 2' 55.0" N, 124° 15' 19.0" W



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



# Merrill Ln.



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

Map center: 42° 2' 55.97" N, 124° 15' 15.30" W



### Legend

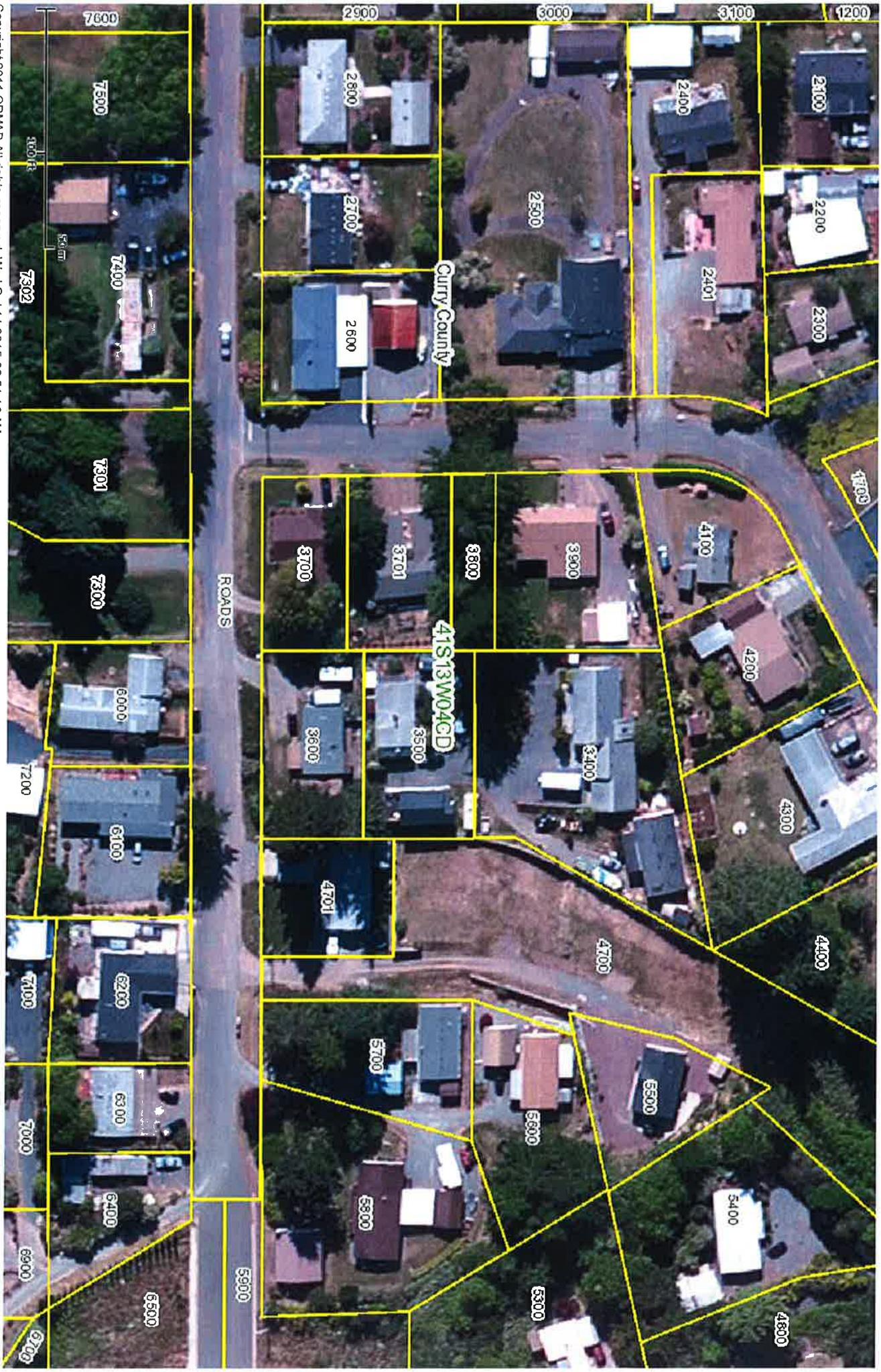
- OWNER
- SITUS
- ROADS ORTHO CORRECTED
- PARCELS
- CITY LIMITS
- TOWNSHIP



Scale: 1:673

# Merrill Lane

Tree Removal



# Western Pacific Tree Service, Inc.

Estimate

P.O. Box 998  
Brookings, OR 97415

Phone: 541-469-7450

Fax: 541-813-1256

Date	Estimate #
11/5/2015	1525

Name / Address
Curry County Road Dept. C/O Douglas Robbins

Description	Qty	Rate	Total
Project Located on Chapman Lane, Brookings Oregon  Removal of Douglas Fir trees with complete cleanup including traffic control - \$7200.00 Note: Tree closest to power line will be taken care of at Coos Curry's expense.		7,200.00	7,200.00

<b>Total</b>	<b>\$7,200.00</b>
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**KMJ Logging, Inc.**

<b>Date</b>	<b>Estimate</b>
11/9/2015	10

P.O. Box 1534

Brookings, OR 97415

Phone: 541-469-7626

To: Curry County Road Department

C/O Douglas Robbins

<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
Chapman Lane, Brookings Oregon. Removal of Douglas Fir trees including traffic control. Includes all haul-off too.		8,500.00	8,500.00

<b>Total</b>	<b>\$8,500.00</b>
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**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:** Approval of the Coos-Curry Family Law Plan

**AGENDA DATE<sup>a</sup>:** 24 Nov. 2015      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **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<sup>b</sup>:** We will need to send verification of the approval via email.

<sup>b</sup>indicate if more than one copy to be signed

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

- (1)E-Mail from Carrie Vigue dated November 16, 2015
- (2)Coos- Curry Family Law Plan
- (3)ORS 3.434
- (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:      /      /

<sup>c</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** New Business

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?      Yes  No   
(If Yes, brief detail) This needs to go before the Board for approval pursuant to ORS 3.434(4).

**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:

## Thomas Huxley

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**From:** Carrie.L.Vigue@ojd.state.or.us  
**Sent:** Monday, November 16, 2015 4:12 PM  
**To:** Susan Brown; Thomas Huxley; David Brock Smith  
**Subject:** Coos-Curry Family Law Plan - Please Review  
**Attachments:** Official Family Law Plan for County Commissioners.docx

Greetings,

Please find attached the Coos-Curry Family Law Plan which has been updated to reflect our current business practices. In accordance with ORS 3.434(4), I need your approval before I can send copies of our current plan to the Chief Justice of the Supreme Court, the House of Representatives and the Oregon Senate who represent our area.

**Please let me know by no later than 5:00 PM on Monday, November 23rd, 2015 if you approve.**

Upon your approval, I will complete the process by sending copies as directed by ORS 3.434(4). Thank you in advance for your time.

Sincerely,

Carrie Vigue  
Court Facilitator  
Coos-Curry County Circuit Court  
250 N. Baxter  
Coquille, OR 97423  
(541) 396-7576

*(See attached file: Official Family Law Plan for County Commissioners.docx)*



**TRIAL COURT ADMINISTRATION  
Fifteenth Judicial District  
Coos County Courthouse  
250 North Baxter Street  
Coquille, Oregon 97423  
(541) 396-4064**

**COOS-CURRY FAMILY LAW PLAN**

ORS 3.434(1) requires that the presiding judge of each judicial district adopt a plan to coordinate the provisions of services to families involved in domestic relations or other family court proceedings." Subsection 2 allows the presiding judge to "establish one or more committees to serve multiple counties". In the summer of 1998, Coos County established the Family Law Advisory Committee, at which time the Curry County Judges requested that the presiding judge of Coos and Curry Counties, make the Coos Family Law Advisory Committee the Family Law Advisory Committee for both Coos and Curry Counties. It was agreed and this plan will be the plan for Coos and Curry Counties.

At a minimum, the plan is required to address three matters. First, it must describe "mandates for mediation of child custody or parenting time disputes, requiring each party to attend either a group or private mediation orientation." Second, it must discuss "methods for coordinating cases when the same child or family is involved in multiple cases." Finally, it must state the "need for, and provisions of, conciliation services, mediation services, child custody evaluations, parent education and visitation service."

Individuals involved in dissolutions, child custody or parenting time disputes are required to attend a one hour mediation orientation class, with a court approved mediator, paid for through funds generated by court filing fees. Parties without children are not required to attend the orientation class. In addition to mediation orientation, individuals with children are also required to attend a four hour parent education class. Parties involved in the same case will not be allowed to attend together. Participation in both classes is mandatory and must be completed prior to the court signing a judgment unless an Order of Default has been entered by the court or the court waives attendance for good cause shown by motion and affidavit. Sanctions may be imposed by the court if a party fails to comply. A court approved on-line mediation orientation class and/or parent education class may be substituted for the above requirements if a party lives outside of Coos and Curry Counties and they have received prior approval from the court. Funding no longer allows the court to cover the cost of private mediation sessions. Parties wishing to mediate can do so at their own expense.

Coos and Curry Counties do not have a family law department. In Coos County, one judge presides over all juvenile cases. All judges share responsibility for dissolution, custody, modifications (if there are children), support, contempt and paternity. Restraining orders, guardianships of minors, other than guardian ad litem, and related criminal cases are included as a family court case if designated by the presiding judge. In Curry County, the judges also share in the responsibilities as outlined above. Cases where the same child or family is involved shall be related to each other in the current data system by the court clerk. Parties may ask the court to consolidate cases for hearing or trial purposes by filing a motion and affidavit.

Currently funding does not allow the court to provide conciliation services, mediation services, child custody evaluations, parent education or visitation services. Parties may seek these services, with permission of the court, but at their own expense.

risk families identified by the family courts in those counties, and to coordinate available human services and community resources with the family courts in those counties, both for the purpose of court proceedings and for the purpose of preventing the types of problems that eventually lead to involvement with the judicial system.

(2) The family court advocate programs implemented under this section shall emphasize the following goals:

- (a) Protection of children.
  - (b) Successful completion of family plans designed by the programs.
  - (c) Improved linkage between the family court and community services.
  - (d) Improvements in the functioning of each family that is provided services by the programs.
  - (e) Decreased caseload in the courts of this state in matters relating to families.
  - (f) Integration of family services.
  - (g) Identification of and referral to alternatives to court proceedings.
- (3) The family court advocate programs shall:
- (a) Coordinate services that are available to persons who are parties in proceedings before the family court, or who may become parties in proceedings before the family court.
  - (b) Assist human services agencies in efforts made by those agencies to collaborate with the family court.
  - (c) Assist circuit court judges in viewing litigation involving families with a focus on the family instead of viewing the parties as individual litigants.
  - (d) Intervene with at-risk families who do not receive governmental assistance.
  - (e) Research, identify and advocate new programs that will improve the use of family courts.
- (4) Family court advocate programs shall be established in Jackson County, Deschutes County and such other counties as may be designated by the Chief Justice of the Supreme Court. [1997 c.801 §85; 1999 c.1081 §4]

**3.432 Judicial education program on establishment and management of family court departments.** The State Court Administrator shall implement an education program for state judges that emphasizes issues and problems encountered in the establishment and management of family court departments. The program shall provide education on the manner in which family court departments may be established, and shall

identify means of removing obstacles to the establishment of family court departments. The program shall provide recommendations for improving the quality of service provided by family court departments. The program may provide specific instruction in issues arising under the different proceedings conducted in family court departments. [1997 c.593 §2]

**(Coordination of Services to Families in Family Law Cases)**

**3.434 Adoption of coordination plan for services; local family law advisory committees; plan contents.** (1) No later than January 1, 1999, the presiding judge of each judicial district shall adopt a plan to coordinate the provision of services to families involved in domestic relations or other family court proceedings.

(2) The presiding judge of the judicial district shall establish a local family law advisory committee for the judicial district. The committee will prepare the plan required by subsection (1) of this section. The membership of the local advisory committee must reflect the diversity of the judicial district and must include, in addition to the presiding judge or a judge designated by the presiding judge, the trial court administrator and business, social service, community and government representatives who must be knowledgeable in family and family law issues. In judicial districts composed of more than one county, the presiding judge may establish a local advisory committee in each county or establish one or more committees to serve multiple counties.

(3)(a) At a minimum, the local family law advisory committee shall address the following in the plan:

(A) Mandates for mediation of child custody or parenting time disputes, requiring each party to attend either a group or private mediation orientation session;

(B) Methods of coordinating cases when the same child or family is involved in multiple cases; and

(C) The need for, and provision of, conciliation services, mediation services, child custody evaluations, parent education and visitation services.

(b) The local advisory committee may include other elements in the plan, including but not limited to:

(A) The need for, and provision of, services relating to prevention and early intervention; and

(B) The use of settlement options such as mediation, conciliation, arbitration and settlement conferences.

(c) The local advisory committee shall include in the plan a list of mediators qualified to provide mediation in cases involving spousal support and division of property issues. Once the list is developed, the judicial district shall maintain the list.

(4) The local family law advisory committee shall present the plan to the county governing body of each county within the judicial district and to the presiding judge of the judicial district for their approval. The local advisory committee shall send copies of the plan to the Chief Justice of the Supreme Court and those members of the Oregon House of Representatives and the Oregon Senate who represent the areas within the judicial district.

(5) The local family law advisory committee may assist in implementing, monitoring and revising the plan. The local advisory committee, working in conjunction with legal service providers, may coordinate access to family law resources, including family law facilitation and other services. [1997 c.801 §135; 1999 c.1081 §8; 2007 c.71 §3]

**3.436 Appointment of statewide family law advisory committee.** (1) The Chief Justice of the Supreme Court may appoint a statewide family law advisory committee to assist the State Court Administrator in carrying out the administrator's responsibilities under ORS 3.438 (2) and (4)(a) and in identifying family law issues that need to be addressed in the future. The Chief Justice shall consider the diversity of this state in appointing the members of the statewide advisory committee.

(2) The Chief Justice shall determine the terms and organization of the statewide advisory committee.

(3) Members of the statewide advisory committee are not entitled to compensation, but may be reimbursed from funds available to the State Court Administrator from the Family Law Account for actual and necessary travel expenses incurred by them in the performance of their official duties. [1997 c.801 §136; 2001 c.779 §18]

**3.438 Duties of State Court Administrator.** To the extent that adequate funds are available from the Family Law Account established under ORS 3.440, the State Court Administrator:

(1) Shall hire a director of family court services and sufficient staff, whose compensation must come solely from the Family Law Account, and may delegate to the director of family court services any of the duties listed in subsections (2) to (6) of this section.

(2) Shall administer the Family Law Account demonstration grant program for fund-

ing implementation of new, innovative family court services within this state. The State Court Administrator may not fund services under the demonstration grant program for a period exceeding 24 months. The statewide family law advisory committee shall review all applicant programs and shall recommend programs for approval to the Chief Justice of the Supreme Court.

(3) Shall compensate the per diem expenses of the members of the statewide family law advisory committee from the Family Law Account.

(4)(a) Shall plan and implement an annual statewide conference to:

(A) Review legislation relating to family law issues;

(B) Provide family law training;

(C) Review elements of successful family law programs; and

(D) Foster the development of enhanced services to families involved in proceedings before the court.

(b) May pay the expenses of program development and production for program sessions and materials for the statewide conference from the Family Law Account. The State Court Administrator shall credit any receipts from registration or materials fees charged to the Family Law Account.

(5) Shall pay the expenses of the Family Law Legal Services Commission.

(6) Shall carry out other activities in support of the statewide and local family law advisory committees determined by the State Court Administrator to be necessary to achieve the purposes of ORS 3.434 to 3.440. [1997 c.801 §137]

**3.440 Family Law Account.** The Family Law Account is established as an account in the General Fund. All moneys in the account are appropriated and constitute a continuous appropriation out of the General Fund to the State Court Administrator for the purposes of ORS 3.436 and 3.438. The State Court Administrator may accept and deposit into the account contributions of funds and assistance from the United States or its agencies or from any other source, public or private, and agree to conditions thereon not inconsistent with the purposes of ORS 3.438. [1997 c.801 §138]

## DRUG COURT PROGRAMS

**3.450 Drug court programs; fees; records.** (1) As used in this section, "drug court program" means a program in which:

(a) Individuals who are before the court obtain treatment for substance abuse issues and report regularly to the court on the progress of their treatment; and

**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:** Resolution Adopting an Excessive Force Policy

**AGENDA DATE<sup>a</sup>:** 24 Nov. 2015      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **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<sup>b</sup>:**

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**      **SUBMISSION TYPE:** Resolution

- (1)/ Resolution Adopting an Excessive Force Policy
- (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:      /      /

<sup>a</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:**      Proclamations/Resolutions

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

**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:

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

In the Matter of a Resolution    )  
Adopting an Excessive Force    )       RESOLUTION  
Policy                                )

WHEREAS, for the third quarter round in 2014, Curry County submitted a grant application to the Oregon Business Development Department Infrastructure Finance Authority for the Brookings Head Start Building and Acquisition and Renovation Project; and

WHEREAS, the grant application has since been approved;

WHEREAS, the grant requires the Board of Curry County Commissioners to adopt an excessive force policy;

NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS RESOLVES that it is the policy of Curry County that: 1) Its law enforcement personnel shall not use excessive force against any individuals engaged in nonviolent civil rights demonstrations, and 2) Applicable state and local laws that prohibit physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction shall be enforced.

DATED this 24th day of November, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Sudan Brown, Chair

Thomas Huxley, Vice Chair

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)**

**AGENDA ITEM TITLE:** Resolution Regarding Fair Housing

**AGENDA DATE<sup>a</sup>:** 24 Nov. 2015      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **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<sup>b</sup>:**

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**      **SUBMISSION TYPE:** Resolution

- (1) Resolution Regarding Fair Housing
- (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:      /      /

<sup>a</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Proclamations/Resolutions

**LEGAL ASSESSMENT:** Does this agenda item have a legal impact?      Yes  No   
(If Yes, brief detail) This resolution makes certain assurances.

**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:

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

In the Matter of a Resolution     )     RESOLUTION  
Regarding Fair Housing            )

WHEREAS, the Board of Curry County Commissioners wishes to convey to the residents of Curry County that discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage or rental services because of race, color, religion, sex, disability (physical or mental) familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988; and

WHEREAS, it is the policy of Curry County to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (1.children, and 2. actual or perceived sexual orientation, gender identity or marital status of its members), or national origin;

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

- 1) That within the resources available to the County through city, county, state, federal and community volunteer sources the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Oregon Civil Rights Division or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division, that they may seek equity under federal and state laws.
- 2) That the County shall publicize this Resolution and through this publicity shall cause real estate sellers and brokers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment

renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

- 3) That the Fair Housing Program, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and complaint procedures, will at a minimum include, but not be limited to: A) the printing, publicizing and distribution of this Resolution; B) the distribution of posters, flyers, pamphlets and other applicable Fair Housing Information provided by local, state and federal sources, through local media of community contacts; and C) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

Dated this 24<sup>th</sup> day of November, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

David Brock Smith, Commissioner

Approved as to Form:

M. Gerard Herbage

**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:** Homeland Security Grant - OpsCenter program purchase

**AGENDA DATE<sup>a</sup>:** 11/4/15      **SUBMITTING DEPARTMENT:** Sheriff/Emerg.Svcs.

<sup>a</sup>Submit **5:00 p.m. on the Wednesday** prior to the next General meeting.

**CONTACT PERSON:** Don Kendall

**PHONE/EXT:** 3208

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Hardware and Software system for Brookings and Curry County Emergency Command and Control via a reimbursable grant. 2 signed copies required.

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Discussion/Decision

- (1) Summary of services
- (2) Grant
- (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) For initial outlay that will be reimbursed
- 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: Don Kendall

Address:

City/State/Zip:

Phone: 3208

Due date to send:        /        /

<sup>c</sup>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: requires resolution budget appropriation to be expended
- 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) A grant would be legal and binding

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Susan Brown Yes  No

Commissioner Thomas Huxley Yes  No

Commissioner David Brock Smith Yes  No

Comment:

OpsCenter is a Software suite specifically designed for managing emergencies in the commercial and public sectors. For government response organizations, OpsCenter provides a complete solution to prepare for, respond to, and recover from natural disasters and other events that threaten lives and property.

During an emergency, responders must choose where and when to deploy valuable and sometimes scarce resources in the most efficient extent possible. In order to make such critical decisions, emergency responders need up-to-date information. Because of this, EOC's strive for capturing, and maintaining, information that is timely and accurate.

Information entered into OpsCenter is immediately available in multiple formats to all users for decision-making. Users can view status boards that are automatically updated to reflect the current status of resources.

The combination of OpsCenter status boards and reports means that all users have access to the information they need to make informed decisions.

OpsCenter's recordkeeping enables EOC's to quickly gather the supporting information required for reimbursement after the emergency response has concluded.

Specific features of OpsCenter:

- Status Boards - Real-time Information on a particular aspect of the emergency response. Examples include Incidents, Requests, Actions, Facilities, Resources, etc.
- Instant Reporting - An organized summary of information designed to address a specific need. Examples include Available Resources, Damage Assessment, Situation Report, ICS 201, etc.
- Sharing Information - The ability for OpsCenter to exchange information within your organization and externally. Provides information dissemination during emergencies.
- Staff Management - Provides contact information and visibility to the response staff regardless of location. Essential for Virtual EOC implementations.
- Checklists - Robust checklist functionality. Used to manage the execution of predefined processes. Configurable to reflect your organization's processes.

OpsCenter has been the Oregon Office of Emergency Management (OEM) main system since 2005 supporting both the Oregon Emergency Response System (OERS) and large scale emergency management in the State Emergency Communication Center (ECC). OpsCenter is used by 18 counties and multiple state agencies in Oregon.

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
HOMELAND SECURITY GRANT PROGRAM  
STATE HOMELAND SECURITY PROGRAM  
CFDA # 97.067  
CURRY COUNTY  
\$32,694  
Grant No: 15-212**

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

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015** and ending, unless otherwise terminated or extended, on **September 30, 2016** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

**3. Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$32,694** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 State Homeland Security Program (SHSP) grant.

**4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

**5. Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2015 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

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

**6. Disbursement and Recovery of Grant Funds.**

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at [http://www.oregon.gov/OMD/OEM/Pages/plans\\_train/grant\\_info.aspx](http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx).
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

**c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

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

**a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. NIMS Compliance.** By accepting FY 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at [http://www.oregon.gov/OMD/OEM/Pages/plans\\_train/NIMS.aspx#Oregon\\_NIMS\\_Requirements](http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements).

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

**8. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

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

**b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

**c. Audits.**

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

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

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

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

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.

c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

## 10. Termination

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

## 11. GENERAL PROVISIONS

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

**Curry County**

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required for Subrecipient)

By \_\_\_\_\_  
Subrecipient's Legal Counsel

Date \_\_\_\_\_

**Subrecipient Program Contact:**

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

**Subrecipient Fiscal Contact:**

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

**OEM**

By \_\_\_\_\_

Matthew T. Marheine  
Operations and Preparedness Section Manager, OEM

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By Cynthia Byrnes via email  
Senior Assistant Attorney General

Date October 8, 2015

**OEM Program Contact:**

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

**OEM Fiscal Contact:**

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

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

**I. Project Description**

Project Title: Curry County Ops Center Install

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

**II. Budget**

Information Technology	\$11,591
Other Authorized Equipment	\$21,103
<b>Total</b>	<b>\$32,694</b>

## EXHIBIT B

### Federal Requirements and Certifications

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

#### II. Specific Requirements and Certifications

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

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

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

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
  - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
  - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
  
- 2. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

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

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

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

**Bodily Injury, Death and Property Damage:**

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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

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

## Exhibit D

### Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
  - (i) Sub-recipient name (which must match registered name in DUNS): Curry County
  - (ii) Sub-recipient's DUNS number: 054973953
  - (iii) Federal Award Identification Number (FAIN): EMW-2015-SS-00044-S01
  - (iv) Federal Award Date: August 13, 2015
  - (v) Sub-award Period of Performance Start and End Date: From October 1, 2015 to September 30, 2016
  - (vi) Amount of Federal Funds Obligated by this Agreement: \$32,694
  - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$32,694
  - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$32,694
  - (ix) Federal award project description: State Homeland Security Program Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
  - (x)
    - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
    - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
    - (c) Contact information for awarding official: Dave Stuckey, Deputy Director, PO Box 14370, Salem, OR 97309-5062
  - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program  
Amount: \$6,837,000
  - (xii) Is Award R&D? No
  - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%



**Agreement #148007**

**SECOND AMENDMENT TO OREGON HEALTH AUTHORITY  
2015-2017 AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Second Amendment to Oregon Health Authority 2015-2017 Agreement for the Financing of Public Health Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA"), Curry County ("County"), and Curry Community Health, an Oregon non-profit public benefit corporation ("LPHA"), the entity County has contracted with, pursuant to ORS 431.375(2), to act as the local public health authority in County.

**RECITALS**

WHEREAS, OHA, County, and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the information required by CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement is hereby superseded and replaced in its entirety by Attachment 1 "Financial Assistance Award" attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by CFR Subtitle B with guidance at 2 CFR Part 200" is amended to supersede and replace selected federal award information datasheets as set forth in Attachment 2 "Information required by CFR Subtitle B with guidance at 2 CFR Part 200" attached hereto and incorporated herein by this reference.

3. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. This Amendment may be executed in any number of 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 Amendment so executed shall constitute an original.
8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**9. Signatures.**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_  
Name: Priscilla M. Lewis  
Title: Deputy Public Health Director  
Date: \_\_\_\_\_

**CURRY COUNTY (COUNTY)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CURRY COMMUNITY HEALTH (LPHA)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on October 2, 2015. A copy of the emailed approval is on file at OCP.*

REVIEWED:

**OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
Name: Carole Yann (*or designee*)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**OFFICE OF CONTRACTS & PROCUREMENT**

By: \_\_\_\_\_  
Name: Phillip G. McCoy, OPBC, OCAC  
Title: Contract Specialist  
Date: \_\_\_\_\_

**Attachment 1 to Amendment 2 to Agreement #148007  
FINANCIAL ASSISTANCE AWARD**

<b>State of Oregon Oregon Health Authority Public Health Division</b>			<b>Page 1 of 2</b>
<b>1) Grantee</b> Name: Curry Community Health  Street: 94235 Moore St., Suite 121 City: Gold Beach State: OR Zip Code: 97444	<b>2) Issue Date</b> October 16, 2015	<b>This Action</b> Amendment FY2016	
		<b>3) Award Period</b> From July 1, 2015 Through June 30, 2016	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Previous Award</b>	<b>Increase/ (Decrease)</b>	<b>Grant Award</b>
PE 01 State Support for Public Health	25,117	0	25,117
PE 03 TB Case Management	404	0	404
PE 09 PHEP -- EBOLA	9,062	1,510	10,572
PE 12 Public Health Emergency Preparedness	68,993	0	68,993
PE 13 Tobacco Prevention & Education	58,125	0	58,125
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	89,500	0	89,500 ( b,c,f )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	10,324	0	10,324 ( d,e )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	3,740	0	3,740 ( a )
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	3,969	0	3,969 ( a )
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	9,260	0	9,260 ( a )
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	1,994	0	1,994 ( a )
PE 42 Babies First FAMILY HEALTH SERVICES	6,135	0	6,135
<b>5) FOOTNOTES:</b>			
a) Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid). b) July -September grant is \$23,154 ; and includes \$4,631 of minimum Nutrition Education: and \$1,062 for Breastfeeding Promotion. c) October-June grant is \$66,347 ; and includes \$13,269 of minimum Nutrition Education amount and \$3,187 for Breastfeeding Promotion. d) \$810 reflects the phase-out of the Title V supplement for Reproductive Health. Title V funding in support of Reproductive Health is for the period July 1, 2015 through December 31, 2015. e) \$9,514 represents Title X funding which may change due to availability of funds and funding calculation based on clients served in FY2014. f) \$ 1,038 increase is at the funding rate of \$2 per participant. This is done according to the certified caseload effective July 1st, 2015.			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>



**Attachment 2 to Amendment 2 to Agreement #148007  
Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

<b>PE 09 Public Health Emergency Preparedness (PHEP) Ebola Supplement 2</b>				
<b>FY16 07/01/15-06/30/16</b>				
<b>Federal Award Identification Number(FAIN): U90TP000544</b>				
<b>Federal Award Date:</b>	<b>7/1/2015</b>			
<b>Performance Period:</b>	<b>04/01/15-09/30/16</b>			
<b>Federal Awarding Agency:</b>	<b>CDC</b>			
<b>CFDA Number:</b>	<b>93.069</b>			
<b>CFDA Name:</b>	<b>Public Health Emergency Preparedness</b>			
<b>Total Federal Award:</b>	<b>\$7,628,290</b>			
<b>Project Description</b>	<b>Public Health Emergency Preparedness (PHEP) Ebola Supp 2</b>			
<b>Awarding Official:</b>	<b>Sharon Orum, Grants Management Officer / spo2@cdc.gov</b>			
<b>Indirect Cost Rate:</b>	<b>17.45%</b>			
<b>Research And Development(Y/N):</b>	<b>N</b>			
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Previous Award</b>	<b>October 2015 Award</b>	<b>Award Total</b>
CURRY	042631270	\$9,062.00	\$1,510.00	\$10,572.00

**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:** Public Records Policy

**AGENDA DATE<sup>a</sup>:** 11-24-2015

**SUBMITTING DEPARTMENT:** Administration

<sup>a</sup>Submit **5:00 p.m. on the Wednesday** prior to the next General meeting.

**CONTACT PERSON:** Julie Schmelzer

**PHONE/EXT:** 3253

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:**

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**

**SUBMISSION TYPE:** Order

- (1)Policy
- (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) Determines handling of public records requests
3. If Land Transaction, filed with the clerk? Yes  No  N/A

**INSTRUCTIONS ONCE SIGNED:**

No Additional Activity Required

OR

File with County Clerk

Name:

Send Printed Copy to:

Address:

Email a Digital Copy to:

City/State/Zip:

Other

Phone:

Due date to send:        /        /

Email:

<sup>c</sup>Note: Most signed documents are filed/recorded with the Clerk per standard process.

**PART II – COUNTY CLERK REVIEW**

**EVALUATION CRITERIA:**

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

**PART III - FINANCE DEPARTMENT REVIEW**

**EVALUATION CRITERIA 1-4:**

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

**PART IV – COUNTY COUNSEL REVIEW**

**AGENDA ASSIGNMENT TYPE:** Administrative Actions

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

**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**

**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**

Commissioner Susan Brown Yes  No

Commissioner Thomas Huxley Yes  No

Commissioner David Brock Smith Yes  No

Comment:

**CURRY COUNTY POLICY**

**CHAPTER 16**

**Article I – PUBLIC RECORDS**

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**16.100 Policy Statement**

It is Curry County’s policy that the public has a right to inspect or copy any Public Record, except those records exempt from disclosure by law. The County shall endeavor to respond to Records Requests as soon as practicable and without unreasonable delay, subject to factors such as the need for clarification, the nature of the request, and the workload of the County Department.

**16.105 Purpose**

The purpose of these rules is to provide a procedure to the public and employees for the request and inspection of Public Records and the County’s response to the requests. These rules apply to all County Departments, except for special procedures in the following Departments or as exempted by law:

- (1) Sheriff’s Office for law enforcement reports;
- (2) Health/Mental Health Department and Juvenile Department for protected health/security information; and
- (3) District Attorney for all records.

**16.110 Definitions**

The following definitions are applicable to the terms set forth below when they appear capitalized in Chapter 16, Article 1 of the Curry County Policies.

“**Copy**” means a reproduction of a Public Record in the format available, including audio tapes, CDs, or photographic copies.

“**Employee**” means any person serving the County as an employee, officer, or agent, regardless of whether the person is compensated for such services. For purposes of this policy, Elected Officials

are considered to be an Employee and are bound to the same responsibilities stated herein for Employees.

“**Exempt Records**” means those records specified in ORS 192.501, 192.502, or other law, which have been determined by County Council to be exempt from public inspection.

“**Fee**” means those costs ordered by the Board of Commissioners to reimburse the County for costs incurred in complying with a Records Request.

“**Fee Reduction or Waiver**” means the Records Custodian’s decision to reduce or waive a Fee because making the record available at a reduced or no cost primarily benefits the general public.

“**Litigation**” means any matter in which the County is a party to a lawsuit. The filing of litigation or a tort claim notice requires that a Records Request be presented or forwarded to Legal Counsel.

“**Public Record**” has the meaning set forth in ORS 192.410(4), but a Public Record does not include those records for which the County is not the custodian.

“**Public Records Form**” means the County form provided to the public by the County for the public to request Public Records.

“**Records Custodian**” means the person in the County Department responsible for maintaining Public Records.

“**Records Request**” means a written or oral request for the inspection and/or copying of a Public Record. The Records Custodian reserves the right to require the request to be in written format.

#### **16.115 Records Request Procedure**

- (1) Persons requesting Public Records must submit a completed Public Records Form to the appropriate Records Custodian. If multiple Departments possess the requested records, the requestor must submit one form for each Department. Requests should clearly identify the specific records requested, if possible.
- (2) If a request can be honored at the time the request is made, the Records Custodian may waive the requirement that the request must be in writing.
- (3) Fees and Deposits. Persons making Records Requests may be required to pay a deposit in the amount of the estimated cost according to the Fee Schedule before the County responds to the Records Request, and shall pay any additional costs incurred by the County in responding to the request. If the deposit exceeds actual cost, then the excess shall be refunded. If a requestor failed to pay a Fee for a previous Records Request, the requestor shall pay the outstanding Fee and deposit the estimated Fee for the pending Records Request. Records Custodians may waive the deposit requirement if the estimated Fee is less than \$25.
- (4) Fee Estimation. The Records Custodian may not establish a fee greater than \$25 unless he/she first provides the requestor with written notification of the estimated fee and the requestor confirms that the requestor wants the Records Custodian to proceed with making the Public Record available.
- (5) Fee Reduction or Waiver. A request for a Fee reduction or waiver must be submitted with the Request for Public Records Form. The request must include sufficient information and evidence to allow the Records Custodian to determine whether a reduction or waiver of the Fee is in the public interest because making the record available would primarily benefit the public. The Records Custodian shall decide whether to waive or reduce the Fee. The County is

prohibited from reducing or waiving Fees from Departments receiving sole funding from statutorily or constitutionally dedicated funds.

### **16.116 Records Custodian**

Each County Department has designated a Records Custodian. The names and addresses of the Records Custodians are maintained at <http://www.co.curry.or.us> and may be obtained from the Board of Commissioner's Office, Curry County Annex, 94235 Moore St., Suite 122, Gold Beach, OR 97444. All written Records Requests must be sent to the appropriate Records Custodian. It is also the responsibility of the Records Custodian to collect required fees and complete a month-end deposit, per County Treasurer internal policy.

### **16.117 County Response to Records Request**

- (1) It is imperative the public understand a request for information is not statutorily the same as a Records Request. As a courtesy to the public however, employees will try to provide information, if available, and if applicable, as duties allow.
- (2) If a Records Request is satisfied immediately at the time the request is made, the requestor waives a written response from the Records Custodian.
- (3) The County will not create a record that does not already exist in response to a Records Request.
- (4) Once the Records Custodian receives a Request for Public Records Form, the Records Custodian will respond as soon as practicable and without unreasonable delay. The Records Custodian may request additional information or clarification from the requestor to expedite the Department's response. The response will acknowledge the receipt of the request and state one or more of the following:
  - (a) The Department does not possess or is not the custodian of the records requested;
  - (b) The Department has some or all of the records and provides an estimate of the time and fees to be charged;
  - (c) The Department is uncertain whether it possesses the Public Records requested, and that it will search for them and make an appropriate response as soon as practicable;
  - (d) Some or all of the records requested are exempt from disclosure under Oregon law. The Department must cite the law that it is relying upon; or,
  - (e) State or federal laws prohibit acknowledging whether the record exists, or acknowledging whether the record exists would result in loss in federal benefits or other sanctions. The Department shall cite the law it is relying upon.

### **16.120 Security for Record Inspection**

- (1) Original records shall not be removed by any person from the Department.
- (2) An appropriate location within each office should be used for a record inspection that permits sufficient monitoring by the Records Custodian.
- (3) The public may not make any notes, comments or markings on a Public Record.
- (4) Any Department may, in its discretion and subject to the provisions of this Chapter, furnish a Copy of a record in lieu of inspection if it determines that it is necessary for the protection of the records or, the request interferes with Department duties.

**16.125 Exempt Records Procedure**

- (1) Unless Legal Counsel and the Department have established that specific categories of records are exempt from disclosure, the Records Custodian shall forward all Records Requests that involve records fully or partially exempt from disclosure to Legal Counsel. The Records Custodian shall provide a Copy of the record and an explanation why the Custodian believes the record may be exempt.
- (2) Counsel will review the documents and direct the Records Custodian how to respond to the Records Request.

**16.130 Litigation Request Procedure**

In addition to 16.115 to 16.117, the following steps are required for Record Requests that relate to Litigation:

- (1) Any person who makes a Records Request related to Litigation must submit a Public Records Form to Legal Counsel pursuant to ORS 192.420(2).
- (2) Any Records Custodian who recognizes that a Public Records Form relates to Litigation must immediately notify Legal Counsel before providing any information. Legal Counsel will advise the Records Custodian regarding the appropriate response.



**SUBMISSION OF PUBLIC RECORDS FORM**

Each Curry County Department has its own Records Custodian. The Curry County Public Records Form must be sent to the County Department that possesses the record you wish to acquire.

**Unless another address is provided below, the Public Records Form must be sent to:**

**ATTN:** [insert name of Records Custodian]  
 [insert name of County Department]  
 [insert address]

**CURRY COUNTY RECORD CUSTODIANS**

**The following are located at the following mailing address (insert Suite number):  
 County Annex/Courthouse,  
 94235 Moore St., Gold Beach,  
 OR 97444**

**Assessor/Tax**

Jim Kolen, Assessor  
 Ste. 221

**Board of Commissioners**

Julie Schmelzer, Dir. Of  
 Admin./Econ Dev.  
 Ste. 122

**Clerk/Elections/Recording**

Reneé Kolen, Clerk  
 Ste. 212

**Counsel**

Brenda Starbird, Legal Assistant  
 Ste. 123

**District Attorney/Child  
 Advocacy/Victim Advocate**

Everett Dial, District Attorney  
 Ste. 232

**Fair**

Ron Crook, Manager  
 Ste. 520  
 or 29392 Ellensburg Ave.

**Emergency Management**

Don Kendall, Director  
 c/o Sheriff's Office  
 Ste. 311

**Facilities Maintenance**

Eric Hanson, Director  
 Ste. 411

**Finance**

Gary Short, Director  
 Ste. 125

**Human Resources**

Julie Swift, Payroll Clerk  
 Ste. 125

**Information Technology**

Todd Weeks, Director  
 Ste. 111

**Juvenile**

Jonathan Trost, Director  
 Ste. 231

**Parks**

Penny Hudgens, Operations  
 Manager  
 Ste. 413

**Community Development**

Carolyn Johnson, Director  
 Ste. 113

**Road**

Doug Robbins, Road Master  
 c/o Road Dept.  
 28425 Hunter Creek

**RSVP**

Vicky McGuinness, Director  
 Ste. 213

**Sheriff**

John Ward, Sheriff  
 c/o Sheriff's Office  
 Ste. 311

**Surveyor**

Riley Smith, Surveyor  
 Ste. 114

**Treasurer**

Debbie Crumley, Treasurer  
 Ste. 124

**Veterans**

Anthony Voudy, Director  
 Ste. 112

### CURRY COUNTY'S RESPONSE TO RECORDS REQUEST

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

The \_\_\_\_\_ Department received your Records Request on \_\_\_\_\_.

*Mark one or more as appropriate:*

\_\_\_\_\_ The Department does not possess or is not the custodian of some or all of the records requested. The following Department(s) may be the custodians of the records requested: \_\_\_\_\_.

\_\_\_\_\_ The Department has some or all of the records and it is estimated that the fee will be \$\_\_\_\_\_. Please send the estimated fee as a deposit to me at \_\_\_\_\_ . Once the deposit is received, it will take approximately \_\_\_\_\_ days to process the request.

\_\_\_\_\_ The Department is uncertain whether it possesses the records requested, and that it will search for them and make an appropriate response as soon as practicable.

\_\_\_\_\_ Some or all of the records requested are exempt from disclosure under Oregon law. The law(s) that exempts disclosure of the record is \_\_\_\_\_.

\_\_\_\_\_ State or federal law(s) prohibits acknowledging whether the record exists, or acknowledging whether the record exists would result in loss in federal benefits or other sanctions. The law(s) that exempts acknowledgement of the record is \_\_\_\_\_.

Sincerely,

Records Custodian

FOR OFFICE USE ONLY	
Copies	\$
CDs	\$
Faxes	\$
Postage	\$
Other Fees:	\$
Labor Cost:	+ \$
<b>TOTAL COST:</b>	\$
Less Deposit:	- \$
<b>AMOUNT DUE:</b>	\$

Date Items Available:  
Date Notified:  
Notified By:  
Date Paid:  
Receipt #:  
Disposition:  Paid & picked up/date  
 Never picked up/date

**CURRY COUNTY PUBLIC RECORDS FEE SCHEDULE  
EFFECTIVE NOVEMBER 24, 2015**

- The cost of photocopies is \$.25 for each page, plus \$3.75 for locating the requested record. Time spent locating records in excess of 15 minutes will be charged at the \$39.50 per hour rate. (Be advised the cost of photocopies applies to not just Public Records Requests, but is the standard fee to be charged for making copies of any 8 ½" x 11" document.)
- The cost of records transmitted by fax is \$2.00 for the first page, \$1.00 for each additional page, and \$3.75 for locating the requested record. Time spent locating records in excess of 15 minutes will be charged at the \$39.50 per hour rate.
- If a record is easily accessible electronically, there will be no cost to transmit the record via e-mail unless time is required to locate the record(s). Time spent locating records in excess of 15 minutes will be charged at the \$39.50 per hour rate. It shall be the responsibility of the Records Custodian to determine if the record is deemed 'easily accessible'.
- The charge for staff labor, including researching, locating, compiling, editing, overseeing records inspection and otherwise processing information and records, is:
  - \$3.75 for the first 15 minutes of staff time.
  - Beginning with the 16th minute, the charge per total request is \$39.50 per hour and \$9.88 per quarter-hour. A prorated fee is not available for less than a quarter-hour.
- The charge for County Counsel time spent reviewing the public records, redacting material from the public records or segregating the public records into exempt and nonexempt records is \$57.00 per hour.
- Actual cost for use of material and equipment for producing copies of nonstandard records.
- Upon request, copies of public records may also be provided on a compact disk (CD) if the document(s) are stored in the County's computer system. Disks will be provided at a cost of \$5.00 per disk, plus staff labor charge for locating the requested record. As much of the requested record as possible will be on the disk; however, lengthy requests may result in the use and cost of multiple disks. Due to the threat of computer viruses, the County will not permit requesters to provide disks for electronic reproduction of computer records.
- The actual cost for delivery of records such as postage and courier fees.
- \$3.75 for each true copy certification.

The fees listed above apply to all Public Records Requests, unless governed by a specific Departmental fee or otherwise provided for by law. Current Department-specific fees can be obtained from the Department responsible for the record.

For large requests, the County reserves the right to obtain an estimate from a commercial information management firm and charge the County's cost.

Persons with disabilities may be entitled to have records transferred to an accessible format at no extra charge. Contact the Records Custodian for details.

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

In the Matter of the Adoption of a )  
Curry County Public Records Policy ) ORDER NO. \_\_\_\_\_  
And Procedures and the Repeal of )  
County Order No. 13614 )

WHEREAS, ORS 192.440(7) requires the County to make available to the public a written procedure for making public record requests; and

WHEREAS, Exhibit "A", which is attached hereto and incorporated by reference, provides a comprehensive written policy and procedure regarding public record requests; and

WHEREAS, the Curry County Board of Commissioners previously adopted a public records request policy on January 4, 2012, pursuant to Order No. 13614; and

WHEREAS, Order No. 13614 will no longer be needed when the Board adopts the new policy attached hereto as Exhibit "A";

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

1. The Curry County Public Records Request Policy and Procedure attached hereto as Exhibit "A" is adopted.
2. Curry County Order No. 13614 adopting the former public records request policy is repealed.
3. This order shall take effect upon its passage.

DATED this 24<sup>th</sup> day of November, 2015.

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

Thomas Huxley, Vice Chair

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](mailto:BOC_OFFICE@CO.CURRY.OR.US)**

**AGENDA ITEM TITLE:** Coast Community Health Center Partner Sublease Agreement with Signature Authority to the Chair

**AGENDA DATE<sup>a</sup>:** 24 Nov. 2015      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **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<sup>b</sup>:**

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**      **SUBMISSION TYPE:** Lease

- (1)Coast Community Health Center Partner Sublease 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:      email signed copy to Tony

Address:

City/State/Zip:

Phone:

Due date to send:      /      /

<sup>a</sup>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) This is a sublease.

**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:



## **Coast Community Health Center PARTNER SUBLEASE AGREEMENT**

This is an agreement to lease office space according to the terms specified below.

Curry County Veterans Services agrees to utilize office space on a periodic basis to support Veterans counseling services for any Veteran to meet with a Veterans Services Representative. Coast Community Health Center agrees to provide office space for a Veterans Services Counselor to use in assisting Veterans associated with any Veterans programs, or Veterans in need of assistance and not involved with support services. Both parties agree to accept the premises described below. Both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. The Sub Lessor is: **Coast Community Health Center.**
2. The Sub Lessee is: **Curry County, a Political Subdivision of the State of Oregon, through Veterans Services Office.**
3. The location of the premises is: **1320 Oregon St. Port Orford, Oregon 97465**  
Unit No. **“D”.**
4. The term of this sublease begins **September 1, 2015.**  
The rent is **\$ 00.00** per month. There will be no cost to SubLessee for the use of this space to support veterans counseling. The consideration for this sublease is the mutual terms and conditions of this sublease.
5. The sublease agreement will terminate on **June 30<sup>th</sup>, 2016.** SubLessor and SubLessee, if in agreement may continue this sublease agreement past the end date of June 30, 2016 if all parties are in agreement.
6. All charges for utilities, including WIFI, landline, electricity and heat are included in the cost of the monthly rent.
7. SubLessor will provide SubLessee with a semi-private office area, including standard office furniture, computer monitor, access to printer and fax services, conference meeting area, and television/ DVD (when installed) at no additional cost. SubLessee agrees this equipment is in good condition and acceptable for use by SubLessee at the beginning of the term of sublease. SubLessor acknowledges that reasonable wear and tear is excepted. SubLessee will report promptly to SubLessor any damages, or problems with operability with equipment, WIFI, communication lines or within the premises.
8. SubLessee and SubLessor acknowledge that lessee is required to pay SubLessor a deposit of **\$0.00** to cover damages and cleaning.
9. At the time of taking possession of the office space, SubLessee and SubLessor will take inventory of the equipment provided for the office space.

10. In the event the SubLessor plans on vacating the office suite to which the SubLessee is renting office space, the SubLessor hereby is required to provide SubLessee with a minimum of 90 days written notice of plans to vacate and terminate sublease with the owner of the building.
11. SubLessor agrees to provide SubLessee with appropriate space for signage appropriate to the services being provided to the community. SubLessee acknowledges that SubLessee is solely responsible for costs associated with exterior signage of any type. SubLessee will work directly with Landlord regarding signage for the SubLessee.
12. This sublease constitutes the entire agreement between both the parties, and no additions, deletions or modifications may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS SUBLEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).
13. The words "SubLessor" and "SubLessee" refer to the each party involved in this agreement and any representative of each party who may use the space outlined in this agreement.
14. SubLessor and SubLessee hereby acknowledge that certain client/student and client/patient discussions occurring in this shared space may be sensitive and confidential in nature. Both parties hereby agree to respect the confidential nature of the work being performed by each organization and sign confidentiality agreements of the other organization.
15. Landlord and SubLessor agrees that SubLessee will not be responsible for any property taxes due on the subject property.
16. The parties acknowledge that Landlord has obtained and will keep in force and effect at all times during the term of the sublease at Landlord's, sole expense, a policy of liability insurance naming SubLessee as additional insured. The limits of coverage shall be at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
17. Landlord and SubLessor agree to indemnify, defend, and hold SubLessee from and against any and all liability, claims, loss, damage, or attorney fees which may be caused or contributed to by Landlord's or SubLessor's negligence related to this sublease.
18. Each signatory to this sublease acknowledges the ability and power to sign agreements on behalf of their organization.
19. This sublease is not binding upon either party unless approved by the landlord as provided below.
20. The parties hereby bind themselves to this agreement by their signatures affixed below on this

3 day of November, 2015.

  
 \_\_\_\_\_  
 SUBLESSOR

\_\_\_\_\_  
 SUBLESSEE

I hereby give my consent to subletting of the above-described premises as set out in this sublease agreement.

Date: \_\_\_\_\_

Landlord/Agent \_\_\_\_\_

INVENTORY CHECKLIST ATTACHED: \_\_\_\_\_ Yes \_\_\_\_\_ No

**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:** Herbage Resignation from Safety Committee

**AGENDA DATE<sup>a</sup>:** 2015\_11\_24      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **5:00 p.m. on the Wednesday** prior to the next General meeting.

**CONTACT PERSON:** M. Gerard Herbage      **PHONE/EXT:** 3291

**BRIEF BACKGROUND OR NOTE<sup>b</sup>:** Resignation from Mgmt. Position of Safety Committee

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**      **SUBMISSION TYPE:** Memorandum

- (1)Memorandum from Herbage
- (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:      /      /

<sup>a</sup>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)

**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 Counsel

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*M. Gerard Herbage, County Counsel  
94235 Moore Street, Suite 123  
Gold Beach, Oregon 97444  
(541) 247-3291  
(541) 247-2718 Fax*

To: The Board of Curry County Commissioners and Pam Dickson, Chair of the Safety Committee

From: M. Gerard Herbage

Date: November 9, 2015

Re: Resignation from the Curry County Safety Committee

Please be advised that I am resigning from the Curry County Safety Committee effective today because of my upcoming retirement on December 1, 2015.

I very much appreciated the opportunity to serve on the Safety Committee, and I wish the remaining Safety Committee members the best in going forward.

**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:** Appointment to the Safety Committee

**AGENDA DATE<sup>a</sup>:** 24 Nov. 2015      **SUBMITTING DEPARTMENT:** Counsel

<sup>a</sup>Submit **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<sup>b</sup>:** Carolyn Johnson has expressed the willingness to serve on the Safety Committee

<sup>b</sup>indicate if more than one copy to be signed

**FILES ATTACHED:**      **SUBMISSION TYPE:** Appointment

- (1) Order
- (2) Application for Appointment
- (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:      /      /

<sup>\*</sup>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:** Appointments

**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:



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

Board of Curry County Commissioners  
94235 Moore Street, Suite 122  
Gold Beach, OR 97444  
Phone: 541-247-3296 Fax: 541-247-2718 Email: [BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us)

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

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

Please print or type clearly

Name: Carolyn Johnson Date: 11-18-2015

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

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

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

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

What experience, training or qualifications do you have for this particular Board, Commission, Council, Committee or Task Force? Curry County Management Staffer

What community topics concern you that relate to this Board, Commission, Council, Committee or Task Force? \_\_\_\_\_

Safety

Describe your previous experience in this appointed position or a similar position: none

Other volunteer activities: NA

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

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

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

If Yes, please explain \_\_\_\_\_

Have you ever been convicted of a crime?  Yes  No

If Yes, please explain \_\_\_\_\_

  
Signature

11-18-2015  
Date

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

Thank you for your application.

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

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

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

ORDER NO. \_\_\_\_\_

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

WHEREAS, Carolyn Johnson has agreed to serve as a volunteer employer representative to the Curry County Safety Committee;

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

That Carolyn Johnson is appointed as volunteer employer representative to the Curry County Safety Committee with said term to expire on November 23, 2017.

DATED this 24th day of November, 2015

BOARD OF CURRY COUNTY COMMISSIONERS

Susan Brown, Chair

David Brock Smith, Vice Chair

David G. Itzen, Commissioner

Approved as to Form:

M. Gerard Herbage  
Curry County Legal Counsel

**From:** [Mona Chandler](#)  
**To:** [Shel Megson](#)  
**Subject:** Presentation at Next Commissioner's meeting  
**Date:** Thursday, November 05, 2015 4:19:22 PM

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Hello: I was hoping if you could add me to the agenda for the commissioner's meeting on November 24<sup>th</sup>, acknowledging them in all the support they have shown and given to CASA of Curry County and the Foster children of this county.

Would you be so kind to send me an email back letting me know if this can happen and the time of the meeting.

Sincerely,

**Mona Chandler**

**Program Director**

**CASA of Curry County**

541-698-8086 Cell

541-813-2272 Office

541-813-1747 Fax

[www.casaofcurrycounty.org](http://www.casaofcurrycounty.org)

**I Am For The Child**

