



CURRY COUNTY BOARD OF COMMISSIONERS

WORKSHOP

Wednesday, September 13, 2017 – 9:00 AM
Commissioners' Hearing Room, Courthouse Annex
94235 Moore Street, Gold Beach, Oregon

www.co.curry.or.us

AGENDA

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. ADOPTION OF THE AGENDA (5 minutes)

3. ITEMS FOR DISCUSSION

A. Brookings Head Start Community Development Block Grant (CDBG) Project C14014 Background (60 minutes)

1. Comments

- a. County Council John Hutt
- b. From State Infrastructure Finance Authority (IFA) Representatives
- c. CCD Representative
- d. Chairman Tom Huxley

2. General Discussion

B. Public, Educational, or Governmental (PEG) (55 minutes)

1. Comments from Carl King

2. General Discussion

4. INTERIM ADMINISTRATOR COMMENTS

5. COMMISSIONER COMMENTS

6. ADJOURN

Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541.247.3296 if you have questions regarding this notice.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Work Session Brookings Head Start**AGENDA DATE^a:** 09/13/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 2.5 hours^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 09/06/2017**BRIEF BACKGROUND OR NOTE^b:** The Board has considered whether to terminate or continue with the Community Development Block Grant activity for the Brookings Head Start project. Questions were presented to staff to provide answers and information from State of Oregon Infrastructure Finance Authority, CCD Contract Administrators, and Oregon Coast Community Action (ORCCA). Speakers from each entity will be present to directly communicate with the Baord.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1)State of Oregon IFA CDBG Grant (IFA personnel to present)

(2)CCD Grant Administration Contract

(3) ORCCA MOU draft

(4) T Huxley Memorandum with Exhibits

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Presentations**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒
(If Yes, brief detail) Workshop only; decisions/action to be at subsequent meeting**PART V – BOARD OF COMMISSIONER REVIEW/COMMENT****LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐

Commissioner Sue Gold **Yes** ☐ **No** ☐

Commissioner Court Boice **Yes** ☐ **No** ☐

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

RECEIVED

FEB 17 2015

IFA

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STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

"Brookings Head Start"

This Contract, number C14014, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority ("IFA"), and Curry County, Oregon ("Recipient").

The parties agree as follows:

SECTION 1: CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. this Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient's Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by IFA (the "Project"), attached as Exhibit E; and
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient's application dated 29 September 2014 ("Application").

SECTION 2: GRANT

In reliance upon Recipient's Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, IFA agrees to provide Recipient funds in the amount of **\$1,640,163.23**, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds is also limited to the approved Project budget in Exhibit D and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, IFA shall disburse the grant funds to Recipient on an expense reimbursement basis after IFA's receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by IFA.

SECTION 3: FURTHER AUTHORIZATION

In addition to the requirement in Section 2 for Recipient to obtain IFA's approval for its disbursement request which shall be on the form provided by IFA, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of IFA, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

SECTION 4: PROJECT COMPLETION DATE; EFFECTIVE DATE

- A. The approved grant activities **must be completed within 36 months** from the Effective Date ("Project Completion Date"). This Contract shall become effective on the date ("Effective Date") this Contract is fully executed and approved as required by applicable law.
- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the project completion report on a form provided by IFA), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

SECTION 5: RECIPIENT'S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Contract.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by IFA related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and IFA's 2014 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by IFA from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by IFA, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers who under this Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

SECTION 6: OTHER COVENANTS OF RECIPIENT

A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

- (X) (1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))
- () (2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))
- () (3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that IFA and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and

their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget ("OMB") Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) ("NEPA"), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.

- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to IFA documentation of Recipient's efforts and results in meeting the performance measures contained in IFA's 2014 Program Guidelines (Method of Distribution). Recipient's accomplishment of such performance measures or its failure to do so will be considered by IFA when awarding future grants.

SECTION 7: DETERMINATION

IFA has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133 and Section .102 of Oregon Accounting Manual 30.40.00.P0 (effective April 2, 2007). Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8: TERMINATION

- A. IFA reserves the right to terminate this Contract immediately upon notice to Recipient:
- (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if IFA, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.
- B. IFA may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, IFA may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9: MISCELLANEOUS

- A. IFA's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that IFA may reasonably require.
- B. IFA and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to IFA or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against IFA, such facsimile

transmission must be confirmed by telephone notice to the IFA/Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.

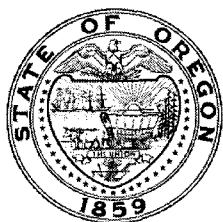
- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of IFA to enforce any provision of this Contract shall not constitute a waiver by IFA of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

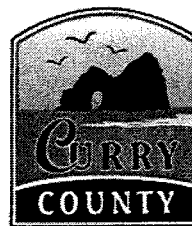


STATE OF OREGON

acting by and through its

Oregon Infrastructure Finance Authority

775 Summer Street NE, Suite 200
Salem, OR 97301-1280
Phone 503-986-0096



CURRY COUNTY

94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone 541-247-3296

By: Robert Layton FOR:
Paulina Layton, Manager
Program Services Division

By: Susan Brown
The Honorable Susan Brown, Chair

Date: 6/9/15

Date: February 4, 2014

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/Lynn T. Nagasako as per email dated 14 January 2015

Lynn T. Nagasako, Sr. Assistant Attorney General

Exhibit A: Special Conditions of Award
Exhibit B: Certification of Compliance
Exhibit C: Certification Regarding Lobbying
Exhibit D: Project Budget
Exhibit E: Project Description

EXHIBIT A: SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, IFA will not disburse CDBG funds until Recipient provides IFA with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by IFA at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by IFA.
4. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 3 hereof.
5. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to IFA:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
6. Prior to approval of the first disbursement of grant funds for a construction line item of this Project, Recipient shall provide the following to IFA:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
 - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by IFA.
7. If Recipient has received more than one CDBG grant per program year or has more than one open grant, Recipient must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by IFA of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with paragraphs 8.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property in favor of Recipient, which trust deed shall be in form and substance satisfactory to IFA.

b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the realty is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed land. If the realty is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed realty in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed realty subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed realty, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

9. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
10. Recipient shall collect and maintain documentation satisfactory to IFA that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
- a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.
11. Special Condition for this Project:

The Recipient must submit a grant administration plan to IFA with its return of the Contract to IFA. IFA's obligations are conditioned upon approval of such a plan, and Recipient may not conduct Project activities unless IFA has approved such plan.

**EXHIBIT B: RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to IFA from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to IFA or as to grants already made substantial changes from Recipient's application to IFA to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

Curry County

Signed



Title

Chair, Curry County

Date

February 4, 2015

EXHIBIT C: CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

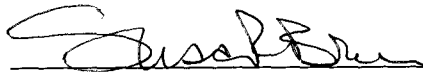
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Curry County

Signed



Title

Chair, Curry County

Date

February 4, 2015

Exhibit D: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Land Acquisition	\$313,000	
Architectural	133,440	
Construction	1,020,000.23	
Construction Contingencies	93,000	
Labor Standards / Environmental Review	30,000	
Grant Administration	25,000	
Legal / Permits	21,723	
Construction Inspections	4,000	
BOLI Fee		1,000
Total	\$1,640,163.23	\$1,000

EXHIBIT E: PROJECT DESCRIPTION

The Recipient shall purchase the existing 5,095-square-foot building located at 420 Alder Street in Brookings, Oregon, and remodel and renovate the facility to better serve additional children annually. The Project may include, but is not limited to:

- Adding natural light
- Climate control
- Well designed spaces that support exploration and learning
- An updated kitchen to support healthy meal preparation
- Electrical work
- A planned playground

**CONTRACT BETWEEN CURRY COUNTY AND CCD BUSINESS DEVELOPMENT CORPORATION FOR
GRANT ADMINISTRATION FOR THE PURCHASE AND RENOVATION OF THE BROOKINGS, OREGON
HEAD START FACILITIES PROJECT**

This Contract is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and CCD Business Development Corporation, hereinafter called "Contractor". County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant Program (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (attachment "Exhibit 5E") for non-construction contract agreements, as follows:

RECITALS:

- A. County is in need of grant administrative services for the purchase and renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Contractor is willing to provide the above-referenced services under the terms and conditions outlined in this Contract.

1. TERM OF AGREEMENT

This Contract shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude on October 31, 2016, or when all obligations under this contract have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

2. SERVICES TO BE PROVIDED

Contractor shall complete the following tasks for the Purchase and Renovation of the Brookings, Head Start Facilities Project:

- A. Work with the Project Manager to ensure First Draw requirements are prepared in a timely fashion and consistent with guidelines.
- B. Review all requests for payment from Project Manager to ensure conformity to contracts and agreements.
- C. Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate.
- D. Prepare and maintain appropriate records of all financial transactions.
- E. Prepare and submit for County review and approval, requests for disbursement of grant funds.
- F. Prepare and submit for County review and approval, financial and other periodic or special reports required by the funding agency.

- G. Prepare necessary project completion and/or close-out reports.
- H. Labor Standards- Ensure that required Davis Bacon/BOLI wages are paid to all contractor/subs: collect and check Certified Payroll Reports and required forms; keep all records, which will be turned over to the County upon project completion; attend necessary meetings and explain labor standards to Contractors; perform required worker's interviews; ensure that corrective action is taken for any non-compliance with federal labor standards provision.
- I. Environmental Review Report- Ensure that a CDBG Environmental Review Record is assembled, and approved by State.

PAYMENT

County shall pay Contractor, for services rendered, at the rate and in the amounts as outlined in the attached Exhibit "A" that has been incorporated by reference. The total not to exceed amount in this contract is \$55,000, including reimbursable expenses. Contractor may bill County for services rendered no more frequently than once every two weeks. Payment is due within ten days after the funds are received from Business Oregon Infrastructure Finance Authority.

3. PROFESSIONAL STANDARDS

Contractor represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

4. TERMINATION

This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Contract is so terminated, the Contractor shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.

5. OWNERSHIP OF DOCUMENTS

All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

6. INSURANCE

The Contractor shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Contract.

In furtherance of the foregoing, Contractor, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Contractor shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this Contract.

8. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Contract without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

9. STATUS OF CONTRACTOR

Contractor is an independent Contractor and not an employee of the County. Contractor shall have the complete responsibility for the performance of this Contract. Contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Contractor shall have control of the work and manner in which it is performed. Contractor is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Contractor including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Contractor shall be responsible for any Federal or State taxes applicable to amounts paid under this Contract.

10. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.

11. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Contract, then the County will immediately notify the Contractor or its assignee of such occurrence and

this Contract shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

12. COMPLIANCE WITH LAWS

This Contract shall be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

13. WAIVER

No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

14. SEVERABILITY

If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract.

15. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: Julie Schmelzer
Curry County Director of Administration
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Contractor: Tracy Loomis
CCD Business Development Corporation
522 SE Washington Ave., Suite 111A
Roseburg, OR 97470

The County and the Contractor mutually agree that this Contract and the Exhibit A and Exhibit 5E attached hereto represent the entire Contract between the County and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

CONTRACTOR



Eileen Ophus, Executive Director, CEO
CCD Business Development Corporation

10.21.15

Date

EXHIBIT A

Schedule of Payments

Contractor will invoice, following the schedules outlined below. Contractor will submit invoices to County with detail that supports the payment due to Contractor. Contractor will bill at an hourly basis, \$100 per hour, according to the following:

ENVIRONMENTAL REVIEW RECORD (ERR): Administrative compensation due to CCD for the compilation of a CDBG Environmental Review Record shall not exceed **\$15,000.00**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
ERR	To be Invoiced monthly, Until completion of ERR

GRANT ADMINISTRATION: Administrative compensation due to CCD for grant administration duties shall not exceed **\$25,000**. Contractor will invoice County per the schedule that follows.

LABOR STANDARDS: Administrative compensation due to CCD for conducting labor standards shall not exceed **\$15,000**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
Grant Admin/Labor Standards	First Draw of Project
Grant Admin/Labor Standards	\$ 250,000
Grant Admin/Labor Standards	\$ 500,000
Grant Admin/Labor Standards	\$ 750,000
Grant Admin/Labor Standards	\$1,000,000
Grant Admin/Labor Standards	\$1,250,000
Grant Admin/Labor Standards	\$1,500,000
Grant Admin/Labor Standards	\$1,750,000
Grant Admin/Labor Standards	\$2,000,000
Grant Admin/Labor Standards	Final Draw

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

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

1. Source of Funds

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

2. Conflict of Interest

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

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

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

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 and the funded activity leads to construction i.e. engineering, program management, etc.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall

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

describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

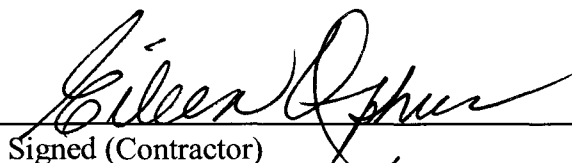
The undersigned certifies, to the best of his or her knowledge and belief, that:

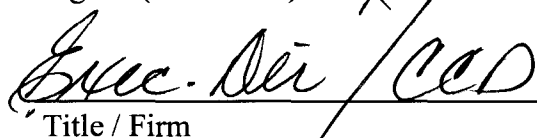
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

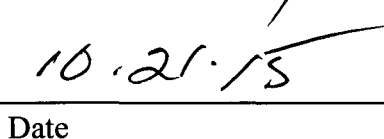
Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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


Signed (Contractor)


Title / Firm


Date

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

[illegible]

Grant Management Handbook (2013)

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

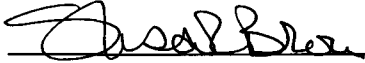
7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS


Susan Brown, Chair

10-6-15
Date

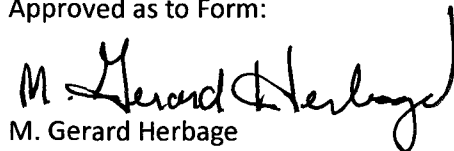

Thomas Huxley, Vice Chair

10/6/15
Date


David Brock Smith, Commissioner

10/6/15
Date

Approved as to Form:


M. Gerard Herbage
Curry County Legal Counsel

Required Federal Contract Clauses

Use for Non-Construction Contracts Where the Grant Award Exceeds \$100,000

1. Source of Funds

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

2. Conflict of Interest

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

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

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

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any

subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor shall complete the required Section 3 report Form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city / county grant recipient with the final construction pay estimate for the project.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

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

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

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

Signed (Contractor) _____

Title / Firm _____

Date _____

Activity Report

Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD 60002 to report employment and training opportunities data. Form HUD 2516 is to be completed for public and Indian housing and most community development programs. Form HUD 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										2. Location (City, State, ZIP Code)				
3a. Name of Contact Person						3b. Phone Number (Including Area Code)				6. Date Submitted				
See Explanation of Codes below														
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	7j.					
									Name	Street	City	State	Zip Code	

<p style="text-align: center;">7c. Type of Trade Codes:</p> <div style="display: flex; justify-content: space-between;"> <div> 1 = New Construction 2 = Substantial Rehabilitation 3 = Repair 4 = Service 5 = Project Management </div> <div> 6 = Professional 7 = Tenant Services 8 = Education / Training 9 = Architectural / Engineering Appraisal 0 = Other </div> </div>	<p style="text-align: center;">7d. Racial / Ethnic Codes:</p> <div style="display: flex; justify-content: space-between;"> <div> 1 = White Americans 2 = Black Americans 3 = Native Americans </div> <div> 4 = Hispanic Americans 5 = Asian / Pacific Americans 6 = Hasidic Jews </div> </div>
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Activity Report

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract / Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

7d. Business Racial / Ethnic Code: Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor / Subcontractor Name and Address: Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

**AGREEMENT BETWEEN CURRY COUNTY AND STUART A. WOODS, AIA FOR THE RENOVATION OF THE
BROOKINGS, OREGON HEAD START FACILITIES PROJECT**

This Agreement is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called “County”, and Stuart A. Woods, AIA, Sole Proprietor, dba McSwain-Woods Architecture, hereinafter called “Architect” as follows:

RECITALS:

- A. County is in need of an architectural firm to provide professional services for the Renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Architect is willing to provide the above-referenced services under the terms and conditions outlined in this Agreement.

1. TERM OF AGREEMENT

This Agreement shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude when all obligations under this agreement have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties, subject to Attachment “C”.

2. SERVICES TO BE PROVIDED

Architect shall provide professional services for the Renovation of the Brookings, Oregon, Head Start Facilities Project. Services include but are not limited to:

- Schematic Design
- Design Development
- Construction Documents
- Contractor Bidding Procurement Negotiation
- Construction Consultation

The project is described by Attachment “A”, which is attached hereto and incorporated by reference. Pursuant to the CDBG Grant Terms, project is to be completed by June 2018, therefore, all work must be performed accordingly.

County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the

Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (Attachment C: Federal Exhibit 5E) for non-construction contract agreements.

3. PAYMENT

County shall pay Architect, for services rendered, at the rate and in the amount as outlined in Attachment "B", which is attached hereto and incorporated by reference and it is noted amount is NOT TO EXCEED \$85,000.00. Architect may bill County for services rendered no more frequently than once every two weeks. Payment is due within 20 days of billing.

4. PROFESSIONAL STANDARDS

Architect represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

5. TERMINATION

This Agreement may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Agreement is so terminated, the Architect shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Agreement shall not prejudice any right of a party prior to the effective date of termination.

6. OWNERSHIP OF DOCUMENTS

7. All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

8. INSURANCE

The Architect shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement.

In furtherance of the foregoing, Architect, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Architect shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$300,000 per occurrence, and \$300,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

- c. Professional liability insurance combined single limit of \$2,000,000 each claim and \$2,000,000 in the aggregate.

9. INDEMNIFICATION

Architect agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Architect, its employees, or agents in connection with this Agreement.

10. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Agreement without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

11. STATUS OF CONTRACTOR

Architect is an independent contractor and not an employee of the County. Architect shall have the complete responsibility for the performance of this Agreement. Architect is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Architect shall have control of the work and manner in which it is performed. Architect is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Architect including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Architect shall be responsible for any Federal or State taxes applicable to amounts paid under this Agreement.

12. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Agreement arises and results in legal action, each party is responsible for its own attorney's fees.

13. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Agreement, then the County will immediately notify the Architect or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

14. COMPLIANCE WITH LAWS

This Agreement shall be construed in accordance with the laws of the State of Oregon. Architect shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

15. WAIVER

No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

16. SEVERABILITY

If any provision of this Agreement is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Agreement.

17. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: John HuttI
Curry County Legal Counsel
94235 Moore Street, Suite 123
Gold Beach, OR 97444
(541) 247-3218
huttIj@co.curry.or.us

Architect: Stuart A. Woods, AIA
800 N. Bayshore Drive
Coos Bay, Oregon 97420
(541) 269-0618
stu@mcswain-woods.com

The County and the Architect mutually agree that this Agreement and the exhibits attached hereto represent the entire Agreement between the County and the Architect with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

County may increase or alter work to be done, and any changes occasioned thereby in amounts to be paid hereunder shall be agreed to on writing prior to the Architect's performance of such work. The Architect shall make no claim for extra work unless so agreed to. All work furnished hereunder shall at all times be subject to the approval of the County.

ARCHITECT

Authorized Signature Authority

Date

COUNTY

BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Sue Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John HuttI
Curry County Legal Counsel

**CONTRACT FOR CONTRIBUTION TO PAY ARCHITECT SERVICES
BROOKINGS HEAD START PROJECT**

This contract is made and entered into this 19th day of June 2017 by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and Oregon Coast Community Action (ORCCA), collectively "Parties."

WHEREAS, County has a grant agreement to rehabilitate and purchase land and property at 420 Alder Street in Brookings, Oregon (commonly known as the old library) from Southwest Oregon Community College (SWOCC); and

WHEREAS, whereas, ORCCA currently leases the building and intends ultimately to own the building for purposes of conducting Head Start programs; and

WHEREAS, under the grant, the county needs additional architect work not to exceed \$80,000, but the grant budget only has \$39,514 in the architect services line item; and

WHEREAS, ORCCA desires the project to continue and will benefit from the project continuing to completion;

NOW THEREFORE, incorporating the above premises, and in consideration of the mutual exchange of benefits and detriments and subject to the terms contained herein, the Parties agree as follows:

1. Agreement

County will contract for additional architectural work not to exceed \$80,000 on the condition that ORCCA pay the county the difference between the balance available under the grant and \$80,000. ORCCA will pay the first \$20,000 of additional architectural work, the County will pay the next \$39,514, and ORCCA will pay the balance of additional architectural work, with all payments from both parties not to exceed \$80,000 cumulative total.

2. Termination for Convenience or Non-Appropriation

County may terminate this agreement for convenience or non-appropriation. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against ORCCA. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify ORCCA by any commercially reasonable means.

3. Indemnification

ORCCA shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees,

COUNTY BOARD OF CURRY COUNTY COMMISSIONERS

Thomas Huxley, Chair

Date

Susan Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John R. Hutt, Curry County Legal Counsel

John HuttI

From: Mike Lehman <mlehman@orcca.us>
Sent: Wednesday, August 23, 2017 10:16 AM
To: John HuttI
Subject: outline of MOU

John,

I assume you are up to you eyeballs dealing with fire related issues down there.

Here is my understanding of the basic outline of a MOU that we discussed last Thursday

1. Real Estate valuation – the Commissioners directed you to get an appraisal and you will take those steps. It is my understanding that you will also reach out to see if you can get a realtor to give you a “useable” FMV.
2. Inspection – we will look to get an inspector in to get a more accurate assessment of the hazards related to remodel – e.g asbestos, mold, dry rot.
3. ORCCA will provide a letter of credit, bond or cash payment to the county of the initial \$20,000 for the architect within a time specified by the County. This is to ensure the money is available for the services. In addition, ORCCA will agree to post with the County any other fees due under the architectural guarantee provisions at such time as the County shall deem appropriate.
4. ORCCA will agree to a communication structure that loops in the architect (ORCCA will not have direction and control over architect as he is employed by the County), Jeremy Matsui (ORCCA rep), Eric Hanson, you and myself. This is to insure decisions between the County as responsible party, ORCCA as the end user, the architect and contractors are seamless and transparent.

Did I capture our conversation correctly?

Assuming the building does not burn down in your conflagration, we can hopefully move forward.

Michael Lehman
Executive Director
Oregon Coast Community Action
(541) 435-7773
1855 Thomas
Coos Bay, Oregon 97420

Head Start is accepting applications.

If you are pregnant or have a child that is 0 - 5 years old, you may be eligible for FREE services!!

Apply now for Head Start and Early Head Start services in Coos, Curry or Western Douglas Counties!

Aplica Ahora para el programa de Head Start y Early Head Start.

From: Commissioner Huxley

Date: August 29, 2017

To: Commissioners Gold & Boice; County Counsel Hutt

Subject: Current Overview – Brookings Head Start Project No. C14014 as of August 29, 2017

This memo is a review of the video topics from the August 16, 2017 Board of Commissioner (BOC) meeting related to the Brookings Head Start Project followed with selected comments/questions and a recommendation regarding the Project status. The word **Note:** in **bold text** indicates a comment, concern or observation. Attached for reference in addition to this memo are:

- (1) Memo August 29, 2017 – Current Overview Project No. C14014
- (2) Complete Packet Aug 16, 2017 - Memo - Head Start Grant WS Aug 9, 2017
- (3) CDBG Award (2) Grant Terms
- (4) Co-ownership agreement - ORCCA (Incomplete Clerk Stamped Document)
- (5) Architect - Lon Samuels Contract
- (6) Brookings Head Start CCD Grant Admin Contract

Times referred to throughout this memo are the time of day during the meeting – not the video time. Example: The meeting Aug. 16, 2017 began at 10:00 AM. 2:09 PM is 4 hours 9 minutes in the video.

Review of topics discussed during August 16, 2017 BOC meeting:

2:09 PM – Discussion of Head Start Agenda Items 13 a, b, & c began

2:16 PM – Staff with the State of Oregon have yet to be asked in writing if Curry County returns the project to the state will they be required to return funds already received and spent?

Counsel Hutt to that question: *“They have told us they don’t want to do that but that’s something they would try to do and that we technically could be on the hook to reimburse them roughly a hundred thousand dollars.”*

Commissioner Huxley to Hutt: *“... that question has not been asked and received in writing?”*

Hutt to Huxley: *“Let me see if it has (checking on his computer). I’ll have to check my emails. It may actually be in writing. To the extent that email is a writing. I mean is an email good enough for a writing?”* No communication was located.

2:20 to 2:30 PM – Huxley read from documents received August 14, 2017 from the City of Brookings on their application and involvement for the Head Start Grant beginning in August 2012. In late March 2013 the City ceased participation in the Community Development Block Grant (CDBG) application for the Head Start program. Those reasons were addressed in a Brookings Council Agenda Report March 25, 2013.

Also provided with the report was a January 23, 2013 news article titled “Local Head Start grant tied to civil rights rule” explaining that as a condition, the City would be required to adopt a policy concern

the police departments use of excessive force in civil rights demonstrations to get the grant. The news article continued that the City had concern the current Brookings Police Department's 412-page policy manual did not include this new federal requirement.

- Brookings City Staff had repeatedly requested that ORCCA (Oregon Coast Community Action) and/or CCD (CCD Business Development Corporation) provide a subgrantee agreement whereby ORCCA would be responsible for managing the project and accepting all non-compliance risks.

March 18, 2013 Brookings staff participated in a telephone call at the request of the Oregon Infrastructure Finance Authority (IFA) representing the State of Oregon in the grant application. Also participating were representatives with ORCCA and CCD. IFA staff advised City Staff that: (taken directly from the March 25, 2013 City of Brookings Council Agenda Report)

- *The City would be required to be the initial owner of the property, and that the property would be re-conveyed to ORCCA after the renovation work was completed.*
- *The City is responsible for budget compliance: we (the City) had no role in preparing the budget.*
- *The City would be required to manage the construction, including all bidding, labor compliance and construction inspection. Nothing was included in the grant budget to pay for this cost.*
- *The \$25,000 listed in the budget for administration will actually go to CCD as they will be providing all of the parties with technical assistance for federal contract compliance.*
- *The City will need to prepare and adopt:*
 - a. *A "Limited English Proficiency Plan"*
 - b. *A "Section 3 Plan" (see attached).*
- *If the property ceases to be used as a Head Start program facility at anytime within five years after completion of the renovation project, the City would be required to return the grant funding.*

Note that ORCCA's total contribution to the project is \$1,000.

Thus, under the project as now defined:

- *ORCCA ultimately receives title to a property valued at \$1.5 million.*
- *CCD is fully compensated for "administration."*
- *SWOCC (Southwestern Oregon Community College) receives \$313,000 as the property sales price.*
- *175 "people" would be served by the renovated facility.*
- *The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.*

Note: Since executing Contract #C14014 with the State of Oregon February 4, 2015 the county has simply absorbed many of the costs above which were of concern to the City of Brookings.

2:38 PM – The question as to whether SWOCC has received any other offers for the property currently utilized by Head Start has repeatedly been raised during discussions but, never directly in writing to SWOCC.

2:42 PM – An email dated March 19, 2013 referred to in the March 25, 2013 Council Agenda Report was located, read and entered into the record August 16, 2017. The email was from Mr. Lehman with ORCCA. The following statements were part of the email:

"I truly appreciate Mr. Milliman's concern about finances. From ORCCA's standpoint, there is not a lot of financial benefit in this project for us."

2:52 PM – Mr. Lehman with ORCCA began with various comments over several minutes.

2:56 PM – Mr. Lehman: ***"I take full responsibility. At some stage it came in on my plate. These CDGB Grants, that's the nature of this beast. And if you were going to tell me today we're going to do this again I would probably run from it because it is a very onerous project."***

2:57 PM – Lehman: ***"Frankly to be blunt about it Brookings was probably smart to say we don't have the where-for-all to do this."***

2:58 PM – Lehman speaking about the architect invoices if the county rejects the contract: *"One of the things that got sideways last time is the architect that the county hired came in and went down to the Head Start facility and started working with them. Well we probably ended up a structure designed by Head Start teachers and we added a bunch of stuff in there and again one of these I take responsibility for."*

Note: Mr. Lehman made a good case for the original architect that their \$40,000 (approximate) in past due invoices to the county are legitimate.

2:59 PM – Lehman to Huxley: *"I agree Commissioner Huxley if you were starting here today and I was your county counsel I'd say run, run and hide, don't poke your head up this is a process. But we're mid-stream."*

We're (ORCCA) on the hook for the \$85,000 for the architect or \$80,000 for the architect whatever that is. You pointed out in the Work Session (8/9/2017) that we're on the hook for any other cost that goes into the structure. I fully know that. That's what kabashed the first stint when I said, I can't agree to an unlimited budget and that adds up to one hundred, two hundred thousand dollars for water runoff issues. I don't have that wherewithal.

I'm confident sitting here today if things come in we can handle it. I'm convinced of that. In the end we'll own a nice facility. It will be a benefit to us. I realize we're getting it essentially for nothing."

Note: \$150,000 into a \$1,600,000 project is NOT mid-stream

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Huxley did NOT know this until August 14, 2017.

Note: When did Counsel HuttI Learn of the reasons the City of Brookings chose to cease participation in the Community Development Block Grant (CDBG) application for Brookings Head Start?

3:30 PM – Counsel HuttI requested a motion to indefinitely ‘Table’ Agenda Items 13 b, c, & d.

Vote was 2 to 1

Commissioners Huxley & Gold voted YES: Commissioner Boice voted NO:

Comments/Questions - Brookings Head Start Project - C14014:

1) Mr. Lehman’s comment at 2:56 PM regarding Contract C14014 “...*it is a very onerous project.*”

Note: Four of the eight pages in Contract C14014 contained dozens of sub-sections of federal regulations (**talons**) the Recipient (Curry County) shall abide by as a condition of receiving the grant. Many of the sub-sections in turn mandated compliance to multiple federal regulations. Section 5: “Recipient’s Covenants – Compliance with Laws” consumed two pages and 19 sub-sections. Section 6: “Other Covenants of Recipient” also consumed two pages and 17 sub-sections. Sub-section “J” is the requirement referred to in the January 23, 2013 news article. Contract C14014 also includes eight pages of Exhibits with additional requirements placed on the Recipient.

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Note: Were the proposed contracts in Agenda Items 13 c & d compliant with Contract C14014 Exhibit A. 2)? “All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project related bid documents must be received by IFA at least ten (10) days before they are advertised.”

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Note: Where is the plan? It was not provided on a ‘Common’ drive with all contract documents.

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The Contract title along with item C: “Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate” would indicate the contractor (CCD) was the Grant Administrator and responsible for administration of the Grant. There is one caveat: There are multiple references to the contractor (CCD) working with the Project Manager.

Under Section 15 – “Notices, Bills and Payments and Miscellaneous Provisions” there are contact names and addresses for both the Contractor and the County.

Note: Who is the Project Manager? The fact that the Architect notified the county over one year into their contract that they had incorrectly marked up pass thru invoices for consultants indicates no one was monitoring conformity to contracts and agreements.

Furthermore, the fact that the architect used their own contract vs. one approved by the IFA and, filled in the contract amount for \$16,000 more than the maximum budget in the Contract between the county and the State of Oregon is a sign nobody was paying much attention to anything.

Final confirmation that nobody was paying any attention is evidenced by IFA Disbursement Requests in 2017 still showing Estimated Project Completion Dates of 2015 and mostly blank fields under Results Achieved.

5) Co-Ownership Agreement between Oregon Coast Community Action (ORCCA) & Curry County

- a.** Recitals – F: “ORCCA has agreed to fund all costs of the construction of the Property not paid by the Grant as well as all other costs of the Project.”
- b.** Section 1.2: County shall be the Manager of the Property.
- c.** Section 3.1: Duties of the Manager continue for 1 ½ pages and end with 1 (e): the Manager will serve without fee.
- d.** Section 4.3: Compliance with CDBG Grant. See Mr. Lehman’s **CDGB** comments at 2:56 PM.

Note: The County should request legal interpretations of **5) a.** above. Various financial assurance/guarantee mechanisms used in such situations need to be explored only if there is agreement to continue with the Project.

Recommendation:

Given the new information provided by the City of Brookings and further review of existing contracts, public testimony from Mr. Lehman August 16, 2017 and, review of recent IFA Disbursement Requests by CCD, my previous positions on the subject remain because:

- There has been **NO** Project Management of Contract C14014 since the projects beginning
- There is **NO** budget for a Project Manager
- There has been unsatisfactory administration of Contract C14014
- Given what was learned August 16, 2017 County losses to date exceed \$150,000.
- County losses continue to mount with every non-reimbursable hour spent discussing the subject.

The Head Start Grant should be returned to the State of Oregon.

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Current Overview - Brookings Head Start Grant - Project No. C14014**AGENDA DATE^a:** 9/6/2017 **DEPARTMENT:** Commissioner **TIME NEEDED:** 30 min^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** T Huxley **PHONE/EXT:** 3213 **TODAY'S DATE:** 8/29/2017**BRIEF BACKGROUND OR NOTE^b:** Current overview of prior discussions in General Meetings and Workshops. There were two recent meetings held August 9 & 16, 2017. August 16 significant new information was provided. The purpose of this overview is to provide primary contracts affecting the county along with new information presented August 16, 2017 including reasons the City of Brookings opted to cease participation in the Community Development Block Grant (CDBG) application. Also included in the overview are comments from Orecon Coast Community Action (ORCCA) spokesperson.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE: Memorandum**

- (1)Memo August 29, 2017 - Current Overview Project No. C14014
- (2)Memo to County Counsel August 16, 2017 - Brookings Head Start Project Viability - 11 pages
- (3)Contract No. C14014 between the State of OR Infrastructure Finance Authority (IFA) and Curry County
- (4)Co-Ownership Agreement between Oregon Coast Community Action (ORCCA and Curry County
- (5)AIA Document B141-1997 between Architect Lon L. Samuels and Curry County
- (6) Contract between CCD Business Development Corporation and Curry County

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? **Yes** ☐ **No** ☐ **N/A** ☐
(If No, brief detail)**PART III - FINANCE DEPARTMENT REVIEW****EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** **Old 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 Thomas Huxley **Yes** ☐ **No** ☐

Commissioner Sue Gold **Yes** ☐ **No** ☐

Commissioner Court Boice **Yes** ☐ **No** ☐

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

From: Commissioner Huxley

Date: August 29, 2017

To: Commissioners Gold & Boice; County Counsel Hutt

Subject: Current Overview – Brookings Head Start Project No. C14014 as of August 29, 2017

This memo is a review of the video topics from the August 16, 2017 Board of Commissioner (BOC) meeting related to the Brookings Head Start Project followed with selected comments/questions and a recommendation regarding the Project status. The word **Note**: in **bold text** indicates a comment, concern or observation. Attached for reference in addition to this memo are:

- (1) Memo August 29, 2017 – Current Overview Project No. C14014
- (2) Complete Packet Aug 16, 2017 - Memo - Head Start Grant WS Aug 9, 2017
- (3) CDBG Award (2) Grant Terms
- (4) Co-ownership agreement - ORCCA (Incomplete Clerk Stamped Document)
- (5) Architect - Lon Samuels Contract
- (6) Brookings Head Start CCD Grant Admin Contract

Times referred to throughout this memo are the time of day during the meeting – not the video time. Example: The meeting Aug. 16, 2017 began at 10:00 AM. 2:09 PM is 4 hours 9 minutes in the video.

Review of topics discussed during August 16, 2017 BOC meeting:

2:09 PM – Discussion of Head Start Agenda Items 13 a, b, & c began

2:16 PM – Staff with the State of Oregon have yet to be asked in writing if Curry County returns the project to the state will they be required to return funds already received and spent?

Counsel Hutt to that question: *“They have told us they don’t want to do that but that’s something they would try to do and that we technically could be on the hook to reimburse them roughly a hundred thousand dollars.”*

Commissioner Huxley to Hutt: *“... that question has not been asked and received in writing?”*

Hutt to Huxley: *“Let me see if it has (checking on his computer). I’ll have to check my emails. It may actually be in writing. To the extent that email is a writing. I mean is an email good enough for a writing?”* No communication was located.

2:20 to 2:30 PM – Huxley read from documents received August 14, 2017 from the City of Brookings on their application and involvement for the Head Start Grant beginning in August 2012. In late March 2013 the City ceased participation in the Community Development Block Grant (CDBG) application for the Head Start program. Those reasons were addressed in a Brookings Council Agenda Report March 25, 2013.

Also provided with the report was a January 23, 2013 news article titled “Local Head Start grant tied to civil rights rule” explaining that as a condition, the City would be required to adopt a policy concern

the police departments use of excessive force in civil rights demonstrations to get the grant. The news article continued that the City had concern the current Brookings Police Department's 412-page policy manual did not include this new federal requirement.

- Brookings City Staff had repeatedly requested that ORCCA (Oregon Coast Community Action) and/or CCD (CCD Business Development Corporation) provide a subgrantee agreement whereby ORCCA would be responsible for managing the project and accepting all non-compliance risks.

March 18, 2013 Brookings staff participated in a telephone call at the request of the Oregon Infrastructure Finance Authority (IFA) representing the State of Oregon in the grant application. Also participating were representatives with ORCCA and CCD. IFA staff advised City Staff that: (taken directly from the March 25, 2013 City of Brookings Council Agenda Report)

- *The City would be required to be the initial owner of the property, and that the property would be re-conveyed to ORCCA after the renovation work was completed.*
- *The City is responsible for budget compliance: we (the City) had no role in preparing the budget.*
- *The City would be required to manage the construction, including all bidding, labor compliance and construction inspection. Nothing was included in the grant budget to pay for this cost.*
- *The \$25,000 listed in the budget for administration will actually go to CCD as they will be providing all of the parties with technical assistance for federal contract compliance.*
- *The City will need to prepare and adopt:*
 - a. *A "Limited English Proficiency Plan"*
 - b. *A "Section 3 Plan" (see attached).*
- *If the property ceases to be used as a Head Start program facility at anytime within five years after completion of the renovation project, the City would be required to return the grant funding.*

Note that ORCCA's total contribution to the project is \$1,000.

Thus, under the project as now defined:

- *ORCCA ultimately receives title to a property valued at \$1.5 million.*
- *CCD is fully compensated for "administration."*
- *SWOCC (Southwestern Oregon Community College) receives \$313,000 as the property sales price.*
- *175 "people" would be served by the renovated facility.*
- *The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.*

Note: Since executing Contract #C14014 with the State of Oregon February 4, 2015 the county has simply absorbed many of the costs above which were of concern to the City of Brookings.

2:38 PM – The question as to whether SWOCC has received any other offers for the property currently utilized by Head Start has repeatedly been raised during discussions but, never directly in writing to SWOCC.

2:42 PM – An email dated March 19, 2013 referred to in the March 25, 2013 Council Agenda Report was located, read and entered into the record August 16, 2017. The email was from Mr. Lehman with ORCCA. The following statements were part of the email:

"I truly appreciate Mr. Milliman's concern about finances. From ORCCA's standpoint, there is not a lot of financial benefit in this project for us."

2:52 PM – Mr. Lehman with ORCCA began with various comments over several minutes.

2:56 PM – Mr. Lehman: ***"I take full responsibility. At some stage it came in on my plate. These CDGB Grants, that's the nature of this beast. And if you were going to tell me today we're going to do this again I would probably run from it because it is a very onerous project."***

2:57 PM – Lehman: ***"Frankly to be blunt about it Brookings was probably smart to say we don't have the where-for-all to do this."***

2:58 PM – Lehman speaking about the architect invoices if the county rejects the contract: *"One of the things that got sideways last time is the architect that the county hired came in and went down to the Head Start facility and started working with them. Well we probably ended up a structure designed by Head Start teachers and we added a bunch of stuff in there and again one of these I take responsibility for."*

Note: Mr. Lehman made a good case for the original architect that their \$40,000 (approximate) in past due invoices to the county are legitimate.

2:59 PM – Lehman to Huxley: *"I agree Commissioner Huxley if you were starting here today and I was your county counsel I'd say run, run and hide, don't poke your head up this is a process. But we're mid-stream."*

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Huxley did NOT know this until August 14, 2017.

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Note: The County should request legal interpretations of **5) a.** above. Various financial assurance/guarantee mechanisms used in such situations need to be explored only if there is agreement to continue with the Project.

Recommendation:

Given the new information provided by the City of Brookings and further review of existing contracts, public testimony from Mr. Lehman August 16, 2017 and, review of recent IFA Disbursement Requests by CCD, my previous positions on the subject remain because:

- There has been **NO** Project Management of Contract C14014 since the projects beginning
- There is **NO** budget for a Project Manager
- There has been unsatisfactory administration of Contract C14014
- Given what was learned August 16, 2017 County losses to date exceed \$150,000.
- County losses continue to mount with every non-reimbursable hour spent discussing the subject.

The Head Start Grant should be returned to the State of Oregon.

Date: August 16, 2017

From: Commissioner Huxley

To: County Counsel Hutt

Subject: Brookings Head Start Project Viability; Workshop August 9, 2017; City of Brookings participation in the Community Development Block Grant Application - Head Start program.

Review of video of the August 9, 2017 Curry County Board of Commissioner Workshop resulted in just one conclusion. You don't grasp the concept that the first critical item in a project totally dependent on the successful purchase/acquisition of a specific property (and building) is the purchase of the property within budget. You don't expend approximately \$150,000 on redesign of the property before first obtaining a thorough inspection of the existing property and structures and second, successfully purchasing the property. To say (*"Let's say we get to that point and we inspect it and find a bunch of problems. I think we could get out of the purchase and acquisition."*) as you did August 9, 2017 is simply upside down! Add to this an additional Architectural contract for \$85,000.

You presented a similar message several times during the workshop with regard to a purchase/sale agreement with the property owner. About thirty minutes into the workshop you stated *"Once we get into the agreement there's some, there's some outs for us in the typical property purchase agreements. It's all subject to inspection. At that time we would perform a more thorough building inspection."*

The following three areas are the subject of my comments.

A. Critical points discussed August 9, 2017

- State did not accept the recent realtor appraisal letter of value
- Subject property is owned by Southwestern Oregon Community College (SWOCC)
- (SWOCC) may have other offers for the property (Question: If so, for how much?)
- Five people went to inspect the building in question about two weeks ago

Eric Hanson, county maintenance supervisor participated in the inspection. Below are some of his comments made during the workshop while referencing photographs taken during the 'inspection'.

- *"There are some huge issues I need to bring to your attention"*
- *"Smoke fire life safety devices; half of them were inoperable just from a lack of maintenance"*
- *"We need to bring it up to code before someone gets hurt"*
- No ADA bathrooms
- Exposed power outlets with wires hanging out
- Room dividers fall right over if you lean on them
- Could only locate one fire extinguisher in the building
- Exposed fluorescent bulbs with no protective covers

Hanson concluded saying this was the first time he had been in the building when there were not at least sixty (60) kids present.

My reaction to the comments provided by Hanson and, the photographs presented was and remains; how on earth was Oregon Coast Community Action (ORCCA) able to obtain approval to occupy the building in this condition? Moreover, how would in this case ORCCA knowingly allow small children to be present in the building on a daily basis? Who provides liability coverage on this property?

B. Direction for you to contact the State of Oregon - consequences for termination of the Grant

About 2:20 PM into the discussion (continued from the morning) Commissioner Gold addressed you stating *"I think before we make a decision we need to know what are the consequences if we terminate the grant."*

I promptly reaffirmed the request from Gold to contact to State of Oregon and advise the board of their response to eliminate any speculation.

C. City of Brookings participation in the Grant Application for the Head Start Program

About 2:30 PM the counties understanding of the history of attempts by ORCCA to apply for a Community Development Block Grant to fund the acquisition and remodel of a building owned by SWOCC for use as a Head Start facility was discussed.

- ORCCA first approached the State of Oregon – was advised they could not apply directly
- ORCCA approached the City of Brookings and the city declined to participate
- ORCCA approached the county and the county agreed to participate

My response was that I had heard the same thing but had never seen anything in writing to that effect. I then offered that the City of Brookings had staff with experience applying for grants and the talent to administer the grants. If the county understanding above was correct, perhaps that is why they declined to pursue this particular grant.

August 14, 2017 Brookings City Manager Milliman was contacted and asked if the city did initially decline to apply for the Grant and if so, why. Milliman promptly responded that the City was well into the grant application when they withdrew. He provided the following attachments.

- Brookings City Council Agenda Report (CAR) March 25, 2013
- News article January 23, 2013 titled "Local Head Start grant tied to civil rights rule"

Also referenced in the March 25, 2013 CAR – Email from ORCCA Executive Director Michael Lehman, dated March 19, 2013 (email content is appalling)

Reasons identified in the CAR for the Brookings ending participation were extensive and included:

- ORCCA's total contribution to this project is \$1,000
- ORCCA ultimately receives title to a property valued at \$1.5 million
- The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.

As stated previously, Head Start Grant Contract # C14014 needs to be returned to the State.

From: Gary Milliman [gmilliman@brookings.or.us]
Sent: Monday, August 14, 2017 1:39 PM
To: Thomas Huxley
Subject: RE: Question - Re: 2015 Brookings Head Start Grant - Contract No. C14014:

Tom...

The City was well into the grant application process when we withdrew. See attached Head Start CAR. It seemed we were constantly learning about new conditions/assurances (like the one described in the attached news clip).

Gary Milliman
City Manager, MPA/USC, CCM/ICMA
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101 | Fax 541-469-3650



From: Thomas Huxley [<mailto:huxleyt@co.curry.or.us>]
Sent: Monday, August 14, 2017 1:14 PM
To: gmilliman@brookings.or.us
Subject: Question - Re: 2015 Brookings Head Start Grant - Contract No. C14014:

Gary,

On several occasions there has been mention that early on and prior to any Grant award of the Head Start project, the City of Brookings declined to pursue the project. I have never seen any document confirming this.

This was again mentioned by Counsel HuttI during the Curry County Workshop August 9, 2017 during his comments on the current status of the project (Grant Contract No. C14014).

Question: To your knowledge did the City of Brookings initially decline to apply for the Grant and if so, why?

Thanks,

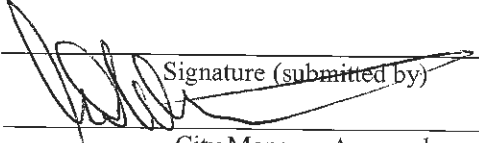
Tom Huxley
Curry County Commissioner

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 25, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Community Development Block Grant/Head Start Project

Recommended Motion:

Alternate 1: Motion to cease participation in the Community Development Block Grant (CDBG) application for the Brookings Head Start program.

Alternate 2: Motion to authorize Mayor to sign revised CDBG application for the Brookings Head Start program with the understanding that the City may withdraw its application unless an agreement acceptable to the City is approved transferring all responsibility for project administration, budget compliance, state/federal program management requirements, general liability and responsibility for reimbursement of the project is not used for Head Start purposes to Coos Curry Douglas Business Development Corporation and Oregon Coast Community Action and, further, authorizing the City Manager to provide sufficient staff resources to administer the construction of the project at the City's expense.

Financial Impact:

Undetermined at this time. This matter was only brought to the City's attention two days prior to the City Council agenda deadline and staff has not had the opportunity to fully investigate the costs associated with managing this project.

Background/Discussion:

At the request of Oregon Coast Community Action (ORCCA) the City submitted an application for federal funding under the Community Development Block Grant (CDBG) program to fund the \$1.5 million acquisition and renovation of a building in which a Head Start program would be conducted. The property in question is the former Southwestern Oregon Community College (SWOCC) at 420 Alder Street. ORCCA and Coos Curry Douglas Business Development Corporation (CCD), which paid for the application preparation, proposed that the City serve as the "pass through" public agency as ORCCA is not eligible to receive CDBG funds directly.

The City Council approved the application and it was first submitted in August, 2012 (see attached). During two rounds of review of the application by the Oregon Infrastructure Financing Authority (IFA), the application was either rejected or delayed as issues such as asbestos abatement and City policies relating to use of force at civil demonstrations were resolved. SWOCC has agreed to complete the asbestos abatement at their own cost.

In late February new issues were raised by IFA regarding ownership of the project and assurances by the City that the property would be used for Head Start purposes for the next five years. The new deadline for resubmitting the application is March 29, 2013.

City Staff has repeatedly requested that ORCCA and/or CCD provide a subgrantee agreement whereby ORCCA would be responsible for managing the project and accepting all non-compliance risks, and the City's role would be limited to receiving and remitting the CDBG funding for the project to ORCCA and CCD for purchase, construction and administration.

On March 18, 2013, City Staff participated in a telephone call at the request of IFA with representatives of ORCCA, CCD and IFA concerning this project as City Staff has become concerned about the continuing delays and expansion of City responsibilities with respect to the project. IFA representatives advised City Staff that:

1. The City would be required to be the initial owner of the property, and that the property would be re-conveyed to ORCAA after the renovation work was completed.
2. The City is responsible for budget compliance; we had no role in preparing the budget.
3. The City would be required to manage the construction, including all bidding, labor compliance and construction inspection. Nothing was included in the grant budget to pay for this cost.
4. The \$25,000 listed in the budget for administration will actually go to CCD as they will be providing all of the parties with technical assistance for federal contract compliance.
5. The City will need to prepare and adopt:
 - a. A "Limited English Proficiency Plan"
 - b. A "Section 3 Plan" (see attached).
6. If the property ceases to be used as a Head Start program facility at anytime within five years after completion of the renovation project, the City would be required to return the grant funding.

Note that ORCCAs total contribution to this project is \$1,000.

Thus, under the project as now defined:

1. ORCCA ultimately receives title to a property valued at \$1.5 million.
2. CCD is fully compensated for "administration."
3. SWOCC receives \$313,000 as the sales price for the property.
4. 175 "people" would be served by the renovated facility.
5. The City...handles all construction management, adopts new federally-mandated policies, assumes all of the risk for failure of the program...and receives no compensation.

If the City is to assume construction management for this project, the responsibility would rest primarily with the Public Works/Development Services Department which is already operating at capacity. The Building Officials would serve as project manager, but other employees would be involved in advertising and selecting an architect and contractor. We may need to augment staff to accomplish this function. Some attorney cost would be needed relating to contract agreements.

Attachment(s):

- a. April 27, 2012, CAR.
- b. Page 2 of a typical "Section 3 Plan."
- c. Email from ORCCA Executive Director Michael Lehman, dated March 19, 2013

Local Head Start grant tied to civil rights rule

Curry Coastal Pilot – Wednesday, January 23, 2013

<http://www.currypilot.com/news/4305695-151/local-head-start-grant-tied-to-civil-rights>

The city of Brookings is applying for a federal Community Development Block Grant to remodel the old Southwestern Oregon Community College site on Pine Street to a Head Start facility - but has to adopt a policy concerning the police department's use of excessive force in civil rights demonstrations to get it.

The connection is vague, said Brookings City Manager Gary Milliman.

The Brookings Police Department has a 412-page policy manual that is updated from time to time, and this new federal requirement is not included in the manual.

"The frustration with us is that we contract with a national company that updates the policies that are vetted nationally for any number of standards: shooting, driving, use of firearms, force - and hundreds of agencies adopt," Milliman said.

"This policy isn't included at all. Some congressional committee tagged it onto a bill. And we went through the whole grant process and it didn't come up until virtually everything was done."

The wording will be soon be adopted by the Brookings City Council in a resolution to abide by the new requirement:

1. The use of excessive force by the Brookings Police Department shall not be used against any individuals engaged in non-violent civil rights demonstrations.
2. The city shall enforce applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of non-violent civil rights demonstrations within the city.

Milliman joked that he doesn't expect to see a demonstration regarding Head Start.

The former college site needs extensive remodeling, and officials soon determined it would not be feasible for the city to spend up to \$100,000 to make it work for Head Start classrooms.

The Community Development Block Grant (CDBG) is a federally-funded program administered by the Oregon Infrastructure Financing Authority. Funding can be used for public facilities and housing improvements, primarily for people in the low- and moderate-income bracket.

The Oregon Community Action would be in charge of acquiring and remodeling the facility.

Brookings is generally not eligible for such funding because the median income here exceeds requirements, but Head Start can meet those criteria because the majority of its clients fall within the grant guidelines. The Oregon Community Action group estimates all of those who will benefit from Head Start would be of low to moderate income.

The proposed Head Start program will serve about 175 people annually, including at least 52 children and their families.

The Head Start program promotes school readiness for children ages 3 to 5 by providing comprehensive education, health, nutrition and social services.

According to the Head Start website, parents play a large role in the program, both as primary educators of their children and as participants in administering the program locally. The program provides pre-literacy and literacy experiences in a multi-cultural environment. Parents are also provided social services, including assistance with childcare.

Gary Milliman

From: mlehman@orcca.us
Sent: Tuesday, March 19, 2013 5:17 PM
To: Eileen Ophus
Cc: t.loomis@ccdbusiness.com; Bryant A; Margaret Barber; Gary Milliman
Subject: Brooking Head Start

Eileen - thank you for the update. Having just come out of County government, I truly appreciate Mr. Milliman's concern about finances. From ORCCA's standpoint, there is not a lot of financial benefit in this project for us. We get a new building that will be great to operate out of. But, it does nothing for our balance sheet nor impact our operational costs.

The biggest thing it does for us is to give us a permanent structure to operate out of which does a good job of assuring that we will be offering Head Start in the Brookings community for many years to come. I am sure that if this deal falls through we will find location to rent. However, at some point in the future, without a permanent base of operation, it may be difficult to continue to provide Head Start in the Brookings Community.

Again, I truly understand that the City of Brooking may need to pull the plug on this project. We will continue to look for a permanent location in the community.

RECEIVED

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IFA

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STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

"Brookings Head Start"

This Contract, number C14014, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority ("IFA"), and Curry County, Oregon ("Recipient").

The parties agree as follows:

SECTION 1: CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. this Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient's Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by IFA (the "Project"), attached as Exhibit E; and
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient's application dated 29 September 2014 ("Application").

SECTION 2: GRANT

In reliance upon Recipient's Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, IFA agrees to provide Recipient funds in the amount of **\$1,640,163.23**, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds is also limited to the approved Project budget in Exhibit D and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, IFA shall disburse the grant funds to Recipient on an expense reimbursement basis after IFA's receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by IFA.

SECTION 3: FURTHER AUTHORIZATION

In addition to the requirement in Section 2 for Recipient to obtain IFA's approval for its disbursement request which shall be on the form provided by IFA, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of IFA, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

SECTION 4: PROJECT COMPLETION DATE; EFFECTIVE DATE

- A. The approved grant activities **must be completed within 36 months** from the Effective Date ("Project Completion Date"). This Contract shall become effective on the date ("Effective Date") this Contract is fully executed and approved as required by applicable law.
- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the project completion report on a form provided by IFA), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

SECTION 5: RECIPIENT'S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Contract.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by IFA related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and IFA's 2014 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by IFA from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by IFA, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers who under this Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

SECTION 6: OTHER COVENANTS OF RECIPIENT

A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

- ☒ (1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))
- ☐ (2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))
- ☐ (3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that IFA and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and

their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget ("OMB") Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).
- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) ("NEPA"), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.

- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to IFA documentation of Recipient's efforts and results in meeting the performance measures contained in IFA's 2014 Program Guidelines (Method of Distribution). Recipient's accomplishment of such performance measures or its failure to do so will be considered by IFA when awarding future grants.

SECTION 7: DETERMINATION

IFA has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133 and Section .102 of Oregon Accounting Manual 30.40.00.P0 (effective April 2, 2007). Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8: TERMINATION

- A. IFA reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if IFA, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.
- B. IFA may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, IFA may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9: MISCELLANEOUS

- A. IFA's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that IFA may reasonably require.
- B. IFA and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to IFA or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against IFA, such facsimile

transmission must be confirmed by telephone notice to the IFA/Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.

- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of IFA to enforce any provision of this Contract shall not constitute a waiver by IFA of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority

775 Summer Street NE, Suite 200
Salem, OR 97301-1280
Phone 503-986-0096

By: Robert W. Layton FOR:
Paulina Layton, Manager
Program Services Division



CURRY COUNTY

94235 Moore Street, Suite 122
Gold Beach, OR 97444
Phone 541-247-3296

By: Susan Brown
The Honorable Susan Brown, Chair

Date: 6/9/15

Date: February 4, 2014

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/Lynn T. Nagasako as per email dated 14 January 2015

Lynn T. Nagasako, Sr. Assistant Attorney General

Exhibit A: Special Conditions of Award
Exhibit B: Certification of Compliance
Exhibit C: Certification Regarding Lobbying
Exhibit D: Project Budget
Exhibit E: Project Description

EXHIBIT A: SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, IFA will not disburse CDBG funds until Recipient provides IFA with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by IFA ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by IFA at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by IFA.
4. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 3 hereof.
5. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to IFA:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
6. Prior to approval of the first disbursement of grant funds for a construction line item of this Project, Recipient shall provide the following to IFA:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
 - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by IFA.
7. If Recipient has received more than one CDBG grant per program year or has more than one open grant, Recipient must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by IFA of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with paragraphs 8.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property in favor of Recipient, which trust deed shall be in form and substance satisfactory to IFA.

b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the realty is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed land. If the realty is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed realty in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed realty subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed realty, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

9. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
10. Recipient shall collect and maintain documentation satisfactory to IFA that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
- a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.
11. Special Condition for this Project:

The Recipient must submit a grant administration plan to IFA with its return of the Contract to IFA. IFA's obligations are conditioned upon approval of such a plan, and Recipient may not conduct Project activities unless IFA has approved such plan.

**EXHIBIT B: RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to IFA from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to IFA or as to grants already made substantial changes from Recipient's application to IFA to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

Curry County

Signed



Title

Chair, Curry County

Date

February 4, 2015

EXHIBIT C: CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)


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

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

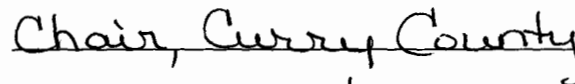
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to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

Curry County

Signed



Title



Date

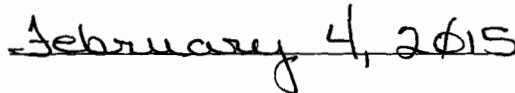


Exhibit D: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Land Acquisition	\$313,000	
Architectural	133,440	
Construction	1,020,000.23	
Construction Contingencies	93,000	
Labor Standards / Environmental Review	30,000	
Grant Administration	25,000	
Legal / Permits	21,723	
Construction Inspections	4,000	
BOLI Fee		1,000
Total	\$1,640,163.23	\$1,000

EXHIBIT E: PROJECT DESCRIPTION

The Recipient shall purchase the existing 5,095-square-foot building located at 420 Alder Street in Brookings, Oregon, and remodel and renovate the facility to better serve additional children annually. The Project may include, but is not limited to:

- Adding natural light
- Climate control
- Well designed spaces that support exploration and learning
- An updated kitchen to support healthy meal preparation
- Electrical work
- A planned playground

CO-OWNERSHIP AGREEMENT
Brookings Head Start/Early Head Start Center

This Co-Ownership Agreement ("**Agreement**") is between Oregon Coast Community Action, an Oregon nonprofit corporation ("**ORCCA**") and Curry County, a political subdivision of the State of Oregon ("**County**"), collectively the **Co-Owners** and is effective upon the date last set forth below.

RECITALS

- A. ORCCA leases the land located at 420 Alder Street in Brookings, Oregon from Southwestern Oregon Community College, a copy of said Lease is attached hereto as Exhibit "A", as more particularly described as Assessors Maps 41-13-05 CB, Tax Lot 9700 and 9901, Curry County records.
- B. Southwestern Oregon Community College desires to sell and convey said property to ORCCA for the purposes set forth herein.
- C. ORCCA wishes to acquire ownership of the land then develop, renovate, and operate a Head Start/Early Head Start Center (the "**Project**") on the Land. County applied for \$1,838,000 in Community Development Block Grant (CDBG) funds from the Oregon Business Development Department's Infrastructure Finance Authority ("**the State of Oregon**").
- D. The State of Oregon awarded \$1,640,163.23 of CDBG funding to the County to purchase and renovate Head Start/Early Head Start Center under Project No. C14014 (the "**Grant**") and requires the County to own the Project through construction completion and administrative closeout of the grant.
- E. In order to comply with the Grant and in recognition of ORCCA's interest in the Project, the County and ORCCA wish to jointly acquire title to the property and hold joint title to the Project during the period of construction as co-owners (the "**Co-Owners**"). During the term of this Agreement, the County will have final authority over all Project matters and be the owner of all contracts and agreements funded in whole or in part with CDBG funds.
- F. The County will procure, manage, fully control, and have final authority over the construction of all fixtures and improvements constituting and necessary for the Project on the Land, which fixtures and improvements are hereinafter referred to as the "**Property**". ORCCA has agreed to fund all costs of the construction of the Property not paid by the Grant as well as all other costs of the Project..
- G. The County and ORCCA wish and by this Agreement agree to hold title to the Property as tenants in common under Oregon law.
- H. The Co-Owners intend to be mere co-owners of the Property during the period of construction of the Property through closeout of the Grant, and do not intend to create a partnership or other business entity with respect to the Property during that period or thereafter. The Co-Owners intend that upon completion of construction and

administrative closeout of the Grant: 1) the County shall convey its interest in the Property to ORCCA by a deed securing ORCCA's compliance with the conditions of the Grant and a bill of sale, 2) ORCCA shall thereafter operate the Property in compliance with the Grant for the benefit of people of Curry County utilizing Head and Early Head Start programs, securing performance under the terms of the "Grant" for the five (5) year time period of the CSBG requirements with a performance lien to the County .

AGREEMENT

SECTION 1 CO-OWNERSHIP and MANAGEMENT

- 1.1 Co-Ownership Information.** Each of the co-owners shall have a 50% interest in the co-tenancy. "Co-Ownership" means the tenancy in common relationship among the Co-Owners with respect to the Property, subject to the terms and conditions of this Agreement.
- 1.2 Manager.** County shall be the Manager of the Property.

SECTION 2 TENANCY IN COMMON OWNERSHIP

- 2.1 Tenancy in Common Ownership.** Each Co-Owner owns individually a physically undivided share of the Property. Each Co-Owner is entitled to share with the other Co-Owner the possession of the whole and has the associated rights, subject to the terms and conditions of this Agreement.
- 2.2 No Treatment of Co-Ownership as an Entity.** The Co-Ownership may not file a partnership or corporate tax return, conduct business under a common name, execute an agreement identifying any or all of the Co-Owners as partners, shareholders, or members of a business entity, or otherwise hold itself out as a partnership or other form of business entity. The Co-Owners may not hold themselves out as partners, shareholders, or members of a business entity.
- 2.3 No Business Activities.**
- (a) The activities of the Co-Owners, their agents, and employees, will be limited to those customarily performed in connection with the construction of the Property, whether or not the activities are performed by the Co-Owners in their capacity as Co-Owners.
 - (b) For purposes of Section 2.3(a), customary activities include but are not limited to the construction of the Property, the payment of insurance premiums payable with respect to the Property, and the performance of obligations of the Co-Ownership under this agreement.

SECTION 3 MANAGEMENT of the PROPERTY; DUTIES OF CO-OWNERS

- 3.1 Duties of Manager.** The Manager shall oversee the day-to-day operations of the Property as provided below.

- (a) the Manager will have the authority and will perform the duties set forth in this Agreement or, to the extent consistent with this Agreement, the duties prescribed by the Co-Owners;
- (b) the Manager will have full control and final authority over the Property during the term of this Agreement and will:
 - (1) procure and enter into a contract with the architect ("Architectural Services Contract") for administration of the solicitation process for Property construction and oversight of the chosen contractor during construction;
 - (2) procure and enter into a contract with a grant administrator ("Grant Administration Contract") for the administration of the Grant and labor standards compliance;
 - (3) procure a contractor to construct the Property, manage and oversee the construction according to the contract for construction entered into by the County ("Construction Contract");
 - (4) obtain and maintain insurance on the Property to the extent it is not provided by another party;
 - (5) prepare minutes of the Co-Owners' meetings and authenticate records of the Co-Ownership; and
 - (6) keep and maintain the records of the Co-Ownership;
 - (7) ensure that the Construction Contract names ORCCA as an Owner for the limited purpose of establishing ORCCA's real property interest in the Property during the term of this Agreement and to require the Contractor and any Subcontractor indemnify ORCCA with the same indemnification they provide the County and name ORCCA along with the County as an additional insured party on the Contractor's insurance certificates and accompanying endorsements. The Contractor shall look only to the County to perform the duties and obligations of the Owner under the Construction Contract. Except for the purposes stated above, County is the only entity entitled to exercise the rights of the Owner under the Construction Contract, ORCCA is not entitled to notice under the Construction Contract, and ORCCA has authorized the County by this Agreement to exercise all of the rights of the Owner;
 - (8) work with ORCCA to prepare and execute documents terminating this Agreement upon completion of construction and administrative closeout of the Grant.
- (c) the Manager may negotiate and execute on behalf of the Co-Owners the Construction Contract and any later modifications of the same, after consultation with the Co-Owners including a reasonable opportunity to review the terms of the Construction Contract and any later modification subject to the

limitations that the Manager obtain Co-Owners' consent to any modification that increases the time for completion of construction of the Property or that increases the total budget for the Property of \$1.4 million. Such consent shall not be unreasonably withheld and in no way shall impair the County's final authority over all project matters during the term of this Agreement.

- (d) the Manager will discharge the Manager's duties:
 - (1) in good faith;
 - (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
 - (3) in a manner the Manager reasonably believes to be in the best interests of the Co-Owners; and
- (e) the Manager will serve without fee.

3.2 Duties of Non-Manager Co-Owner. ORCCA will:

- (a) diligently pay utilities, taxes, and insurance due and owing for the Property;
- (b) deposit with the Manager all match funds for the construction of the Property; with the exception of funds being withheld by a grantor or lender until specific disbursement levels or specific conditions are reached, and thereafter promptly deposit with the Manager those funds released upon the fulfillment of any condition or the reaching of a specific disbursement level;

3.3 Actions Requiring Unanimous Approval of Co-Owners. The following actions on behalf of the Co-Ownership require the unanimous approval of the Co-Owners:

- (a) any sale, lease, or re-lease of a portion or all of the Property or entering into a contract by the Co-Ownership;
- (b) any negotiation or renegotiation of indebtedness secured by a lien on the Property;
- (c) the hiring or appointment of any Manager;
- (d) the negotiation of any management contract with respect to the Property, or any extension or renewal of such contract;
- (e) the amendment of this Agreement; and
- (f) a transaction involving an actual or a potential conflict of interest between a Co-Owner and the Co-Ownership.

3.4 Action Without a Meeting.

- (a) Action requiring the consent of Co-Owners may be taken without a meeting.

- (b) The action taken must be evidenced by one or more written consents describing the action taken, signed by the Co-Owners, and delivered to the Manager for filing with the Co-Ownership records.

SECTION 4 INDEMNIFICATION and FINANCIAL MATTERS

- 4.1 Indemnification.** To the fullest extent permitted by Oregon law, the County shall indemnify, hold harmless, reimburse and defend ORCCA and its, officers, directors, agents and employees and the successors in interest of the foregoing (“indemnitees”), from, for and against liabilities, penalties, suits, claims, damages, losses and expenses, arising out of or in any way resulting from its failure to perform its obligations under this Agreement, the Grant, the Architectural Services Contract, Grant Administration Contract, the Construction Contract, any subcontracts under the Construction Contract, or other agreement(s) related to construction of the Property to which it is a party, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (“claim”) and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of the County, the architect or construction contractor for the Project, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or by failure of such person or entity to perform as required by its agreement with the County. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

To the fullest extent permitted by Oregon law, ORCCA shall indemnify, hold harmless, reimburse and defend the County and its commissioners, agents and employees and the successors in interest of the foregoing (“indemnitees”), from, for and against all liabilities, penalties, suits, claims, damages, losses and expenses, arising out of or in any way resulting from its failure to perform its obligations under this Agreement, or other agreement(s) related to construction of the Project to which it is a party, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (“claim”) and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of ORCCA, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, or by failure of such person or entity to perform as required by its agreement with ORCCA. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

- 4.2 Contribution for Expenses.** The County shall contribute the CDBG funds in the amount of \$1,640,163.23 toward the cost of construction of the Property, less such funds that have been or will be paid for grant administration. However, County shall not be required to advance any of the money, but rather shall pay such funds within 30 days of County’s receipt of the money from the State of Oregon. County’s contribution under this Subsection 4.2 is contingent on ORCCA complying with all requirements of the CDBG grant and timely furnishing all documentation to the

County that the County or the State of Oregon may require. All other funds required to meet the expenses of the construction and operation of the Property including but not limited to taxes, utilities, and insurance premiums shall be contributed by ORCCA. ORCCA shall indemnify and hold the County harmless from all expenses associated with the Property including any and all obligations to third party lenders or grantors providing any funding for the Property. As Manager of the property during the term of Construction, County will ensure the construction contract contains a not to exceed amount of the total budget for the Property of \$1,640,163.23 less the cost of grant administration and architectural services. As ORCCA is responsible for all financial obligations above and beyond the \$1,640,163.23 contribution by the County; notwithstanding Section 3.1(d) the Co-Owners must consent to any increase in the not to exceed amount.

- 4.3 Compliance with CDBG Grant.** The County shall fully comply with all provisions of the Grant Contract between the County and the State of Oregon, provided that ORCCA complies with all requirements of the CDBG grant and timely furnishes all documentation to the County that the County or the State of Oregon may require.

SECTION 5 RECORDS

5.1 Records.

- (a) The Manager will keep at its principal office the following:
 - (1) all records required to be established by this Agreement; and
 - (2) a copy of this Agreement and all amendments to this Agreement.
- (b) Any Co-Ownership records are subject to inspection and copying at the reasonable request, and at the expense, of any Co-Owner during ordinary business hours.

SECTION 6 TRANSFER PROVISIONS

6.I Transfer to ORCCA

- (a) The Co-Ownership shall continue during the construction of the Property.
- (b) Within thirty (30) days following receipt of the Project Administrative Closeout letter from the State of Oregon, as defined in the grant contract and as determined by the State of Oregon, the County will sign and deliver to ORCCA a Bargain and Sale Deed and a Bill of Sale, in form and substance reasonably satisfactory to ORCCA, transferring its interest in the Property to ORCCA. The County and ORCCA will sign and deliver all other documents and take or cause to be taken all other acts that they deem necessary or appropriate to effect and carry out the transfer.
- (c) As sole consideration for the transfer, the Deed and the Bill of Sale shall contain a restriction substantially as follows:

"It is understood and agreed that this conveyance is made and accepted, and the realty and personal property is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty and personal property must continue to be used for activities primarily benefiting low- and moderate-income persons, or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301-5321 (1994), for a minimum of five (5) years from the date of this document. Any change of use from the approved project description must follow the change of use requirements."

- 6.2 Restrictions on Alienation.** No Co-Owner has the right to transfer, partition, or encumber the Co-Owner's undivided interest in the Property without the agreement or approval of the other Co-Owner.

SECTION 7 TERMINATION

This Agreement will terminate with respect to all parties upon the earliest to occur of the following:

- (a) upon the written agreement of the parties; or
- (b) at such time as one Co-Owner owns all interests in the Property.

SECTION 8 EQUITABLE RELIEF

The parties acknowledge that the remedies available at law for any breach of this Agreement will, by their nature, be inadequate. Accordingly, each party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

SECTION 9 GENERAL




- 9.1 Conflict with Laws.** Any provision of this Agreement that reasonably could be deemed to create an obligation of the County that violates Oregon public contracting laws, County ordinances, and Oregon state law, including but not limited to the Oregon constitution's provisions concerning county debt limitations and the lending of credit by a county, and the Oregon Budget Law, is void.
- 9.2 No Assignment.** No party may assign or delegate any of the party's rights or obligations under this Agreement to any person unless the assignment or delegation is expressly permitted by this Agreement.
- 9.3 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 9.4 Notices.** All notices or other communications required or permitted by this Agreement:

- (a) must be in writing;
 - (b) must be delivered to the parties at the addresses set forth below the signature of the party or any other address that a party may designate by notice to the other party; and
 - (c) are considered delivered:
 - (1) upon actual receipt, if delivered personally or by fax or an overnight delivery service; or
 - (2) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested.
- 9.5 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 9.6 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 9.7 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 9.8 No Third-Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.
- 9.9 Termination.** The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.
- 9.10 Survival.** All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.
- 9.11 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 9.12 Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 9.13 Governing Law.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 9.14 Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Curry County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Curry County, Oregon.

9.15 Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

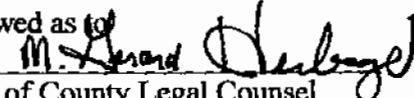
Signatures. This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an

BOARD OF COMMISSIONERS
CURRY COUNTY, OREGON



Chair

Commissioner

Commissioner

6-3-2015
Date

Address:
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

Reviewed as to
Form: 
Office of County Legal Counsel
6/1/15
Date

OREGON COAST COMMUNITY ACTION, an
nonprofit corporation


Signature
Executive Director
Title
5-25-15
Date

Address:
1855 Thomas
Coos Bay, Oregon 97420

LEASE

AUG 05 2014

Date: July 22, 2014

Between: Southwestern Oregon Community College ("Landlord")
1988 Newmark Ave.
Coos Bay OR 97420

And: Oregon Coast Community Action ("Tenant")
1855 Thomas
Coos Bay OR 97420

Mailing address: PO Box 899
Coos Bay OR 97420

Landlord leases to Tenant and Tenant leases from Landlord the Brookings Building, located at 420 Alder Street, Brookings, Oregon (the Premises), on the terms and conditions stated below:

Section 1: Term. The term of this lease shall commence July 1, 2014 and continue through June 30, 2015 on a month-to-month basis unless either party terminates the lease by written notice to the other party not later than 30 days or a mutually agreeable date.

Section 2: Renewal Option: None

Section 3: Rent. For the period from July 1, 2014 through June 30, 2015, Tenant shall pay to Landlord as rent the sum of \$14,400.00 per year payable in equal monthly installments of \$1,200.00. Rent is due on the 15th day of each month.

Section 4: Use of the Premises. The Premises shall be used to house the Tenant's administrative offices and the Curry South Coast Head Start Preschool and for no other purpose, without the consent of Landlord, which shall not be withheld unreasonably. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use;
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate, unless the Tenant pays the additional cost of the insurance;
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring Premises or that would tend to create a nuisance or damage the reputation of the Premises;

Ex "A"

5.2: Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Ordinary maintenance of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry of the Premises.
- (2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, including repairs that would otherwise be the responsibility of Landlord under Section 5.1.
- (3) Ordinary maintenance of heating, electrical, air conditioning and other mechanical systems and any repairs necessary because of improper maintenance.
- (4) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4(1).
- (5) Ordinary maintenance of the landscaping and grounds of the Premises.

5.3: Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirements of this provision.

5.4: Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs that are required by this Section 5, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the then current legal rate from the date of expenditure by Landlord. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due, or at Tenant's election, collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless, at least thirty (30) days before work is commenced, the defaulting party is given notice, in writing, outlining with reasonable particularity the repairs required, and the party's intent to make such repairs.

5.5: Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required; provided that the Tenant need not provide written notice where the Landlord has obtained actual knowledge of the need of repair during an inspection of the Premises.

Section 6: Alterations.

6.1: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which shall not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "improvements and alterations" includes the installation of computer and

accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

10.2: Destruction. If the Premises are destroyed or damaged by fire or other casualty such that the cost of repair exceeds 25% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than thirty (30) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption, subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

10.3: Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

Section 11: Liability and Indemnity.

11.1: Liens.

- (1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the then current legal rate from the date funds are expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.
- (2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.2: Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, liability or any claim of any nature whatsoever arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

11.3: Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry, at Tenant's sole expense, comprehensive general liability insurance at limits not less than those provided under ORS 30.272, or any successor

date fixed for expiration of the lease term, the loss of rental from the date of default until a new tenant is secured and paying rent and the reasonable costs of reentry and reletting, including, but not limited to, the cost of cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default, including, but not limited to, remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

14.4: Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5: Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the then current legal rate from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6: Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15: Surrender at Expiration.

15.1: Condition of Premises. Upon expiration of the lease term, the renewal term, or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed and restored to the original condition unless the terms of permission for the alteration so require.

15.2: Fixtures.

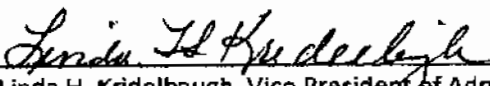
- (1) All fixtures placed upon the Premises during the term, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration of the term or other termination of the lease, Tenant shall remove all Tenant's furnishings and furniture. If Tenant fails to do so, this shall be an abandonment of the property. Landlord may retain the property, and all rights of Tenant with respect thereto shall cease. Landlord, at Landlord's sole option, may by notice in writing given to Tenant within 20 days after removal is required, elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3: Holdover.

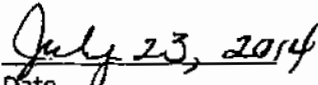
16.7: Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified periods, then the rent shall be prorated as of the date of commencement or termination, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8: Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

Landlord:

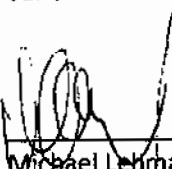


Linda H. Kridelbaugh, Vice President of Administrative Services
Southwestern Oregon Community College

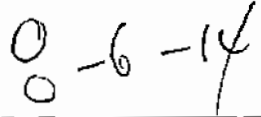


Date

Tenant:



Michael Lehman, Interim Chief Executive Officer
Oregon Coast Community Action



Date

4947
~~4913~~ *nm*

AIA Document B141-1997

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of 16th day of September
In the year Two Thousand and Fifteen
(In words, indicate day, month and year)

This document has important
legal consequences.
Consultation with an
attorney is encouraged with
respect to its completion or
modification.

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Curry County
94235 4th St., Suite 411
Gold Beach, OR 97444

and the Architect:
(Name, address and other information)

Lon L. Samuels, Architecture and Planning
960 Central Ave.
Coos Bay, OR 97420

For the following Project:
(Include detailed description of Project)

Curry County – Brookings Head Start
At
420 Alder Street; Brookings, OR 97415

The scope of the project includes the renovation of an existing
building suitable for a Head Start facility, all as outlined in
the "Request for Proposals for Architect Services for the
Purchase and Renovation of the Brookings, Oregon Head Start
Facilities Project", attached to this Agreement.

Architect's Project Number is 1507

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION**
- 1.2 RESPONSIBILITIES OF THE PARTIES**
- 1.3 TERMS AND CONDITIONS**
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**
- 1.5 COMPENSATION**

[Signature]

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

The scope of the project includes the renovation of an existing building suitable for a Head Start facility, all as outlined in the "Request for Proposals for Architect Services for the Purchase and Renovation of the Brookings, Oregon Head Start Facilities Project", attached to this Agreement.

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Head Start Facility in Brookings, Oregon.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Renovate an existing building located at 420 Alder St.; Brookings, Oregon 97415 suitable for a Head Start Facility.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

All as identified in the "Request for Proposals for Architect Services for the Purchase and Renovation of the Brookings, Oregon Head Start Facilities Project".

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

The building is to be co-purchased and co-owned by Curry County.

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's design fee, is: approximately \$ 1,600,000.00.

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's design fee, is: approximately \$1,446,000 (with the balance being \$149,000.00 for design fees and \$5,000.00 for reimbursable fees).

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Project is to be designed, bid and awarded by November 2015 and constructed (finished) by October 2016.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Standard design, bid, award and construct method. There will be no construction manager.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable.

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

Eric Hanson, Facilities Director, (phone: 541-247-3296 or 541-698-7336 cell)
Curry County
94235 Moore St., Suite 411
Gold Beach, OR 97444

§ 1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

Not Applicable.

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Lon L. Samuels (phone: 541-269-5555 or 541-297-7041 cell)
Lon L. Samuels, Architecture and Planning
960 Central Ave.
Coos Bay, OR 97420

§ 1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Not Applicable.

§ 1.1.4 Other important initial information is:

Not Applicable.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201, 1997 Edition, or as follows:

Not Applicable.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 USE OF DOCUMENTS

§ 1.3.2.1 All documents are instruments of service in respect to this Project, and Architect shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Architect) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Architect or one of its Consultants.

§ 1.3.2.2 A party may rely on the fact that data or information set forth on paper (also known as hard copies) that the party received from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

§ 1.3.2.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or other wise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

§ 1.3.2.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software applicable packages, operating systems, or computer hardware differing from those used by the documents' creator.

§ 1.3.2.5 Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Architect grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Architect, or for use or reuse by Owner or others on extension of the Project or on any other project without written verification or adaptation by Architect; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Architect or to Architect's Consultants; (3) Owner shall indemnify and hold harmless Architect including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Architect; (4) such limited license to Owner shall not create any rights in third parties. In the event this Agreement is terminated, documents as used in this section shall include those completed documents transmitted by Architect to Owner, as well as those documents not completed and any documents completed and not transmitted by Architect to Owner, at the effective date of the termination of this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

.7 change in the information contained in Article 1.1.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Except as otherwise provided herein, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

.5 renderings, models and mock-ups requested by the Owner;

.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

.7 reimbursable expenses as designated in Section 1.5.5;

.8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997 is subject to all terms and conditions contained in the Standard Form of Agreement Between Owner and Architect, AIA Document B 141-1997, including, but not limited to, all special terms and conditions contained in Section 1.4.2 herein.

§ 1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Not Applicable

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Not Applicable.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Services shall be a fixed fee of One Hundred Forty Nine Thousand Dollars and no cents (\$149,000.00).

Progress payments for Services in each phase shall total the following percentages of the total Compensation payable:

Schematic Design Phase:	30%
Design Development Phase:	15%
Construction Documents Phase:	40%
Bidding or Negotiation Phase:	5%
<u>Construction Phase:</u>	<u>10%</u>
Total Compensation:	100%

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

For a Change in Services, but excluding services of consultants, compensation shall be computed according to the following hourly rates:

1. Principal's Time:	\$110.00 per hour
2. Project Architect's Time	\$90.00 per hour
3. AutoCAD Draftsman's Time	\$80.00 per hour
4. Clerical Time	\$45.00 per hour

§ 1.5.3 Whenever Architect is entitled to compensation for charges of Architect's consultants, those charges shall be the amount billed by Architect's consultants to Architect times a factor of one-point-zero-five (1.05).

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2 are times a factor of one-point-zero-five (1.05).

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows: n/a.

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices. Adjustments in rates and multiples for service in any case shall not increase by more than 3% per contract year.

§ 1.5.7 An initial payment of ZERO (-0-) Dollars (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable THIRTY (30) days from the date of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or

in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)


Amounts due Architect will be increased at a rate of 1% per month from said thirtieth day.

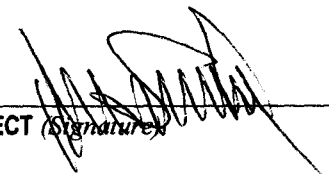
(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within TWELVE (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

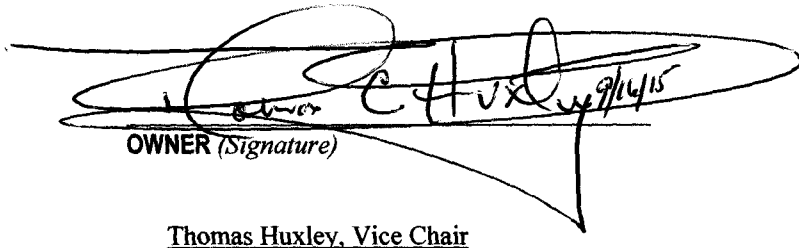
CURRY COUNTY BOARD OF COMMISSIONERS


OWNER (Signature)



ARCHITECT (Signature)

Susan Brown, Chair
(Printed name and title)

Lon Samuels, Owner
(Printed name and title)


OWNER (Signature)

Thomas Huxley, Vice Chair


OWNER (Signature)

David Brock Smith, Commissioner

**CONTRACT BETWEEN CURRY COUNTY AND CCD BUSINESS DEVELOPMENT CORPORATION FOR
GRANT ADMINISTRATION FOR THE PURCHASE AND RENOVATION OF THE BROOKINGS, OREGON
HEAD START FACILITIES PROJECT**

This Contract is entered into by and between Curry County, a Political Subdivision of the State of Oregon, hereinafter called "County", and CCD Business Development Corporation, hereinafter called "Contractor". County has been awarded a grant from the Business Oregon Infrastructure Finance Authority (IFA) Community Development Block Grant Program (CDBG), Project No. C14014, for the Head Start Facilities Project. Work under this Agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program and also must comply with the Federal Contract Clauses (attachment "Exhibit 5E") for non-construction contract agreements, as follows:

RECITALS:

- A. County is in need of grant administrative services for the purchase and renovation of the Brookings, Oregon Head Start Facilities Project.
- B. Contractor is willing to provide the above-referenced services under the terms and conditions outlined in this Contract.

1. TERM OF AGREEMENT

This Contract shall become effective on the date it has been executed by both parties, and except as otherwise provided, shall conclude on October 31, 2016, or when all obligations under this contract have been fulfilled, whichever occurs first. It may be extended by mutual agreement of the parties.

2. SERVICES TO BE PROVIDED

Contractor shall complete the following tasks for the Purchase and Renovation of the Brookings, Head Start Facilities Project:

- A. Work with the Project Manager to ensure First Draw requirements are prepared in a timely fashion and consistent with guidelines.
- B. Review all requests for payment from Project Manager to ensure conformity to contracts and agreements.
- C. Monitor project progress against grant scope of work and budget, report to County staff and elected officials, as appropriate.
- D. Prepare and maintain appropriate records of all financial transactions.
- E. Prepare and submit for County review and approval, requests for disbursement of grant funds.
- F. Prepare and submit for County review and approval, financial and other periodic or special reports required by the funding agency.

- G. Prepare necessary project completion and/or close-out reports.
- H. Labor Standards- Ensure that required Davis Bacon/BOLI wages are paid to all contractor/subs: collect and check Certified Payroll Reports and required forms; keep all records, which will be turned over to the County upon project completion; attend necessary meetings and explain labor standards to Contractors; perform required worker's interviews; ensure that corrective action is taken for any non-compliance with federal labor standards provision.
- I. Environmental Review Report- Ensure that a CDBG Environmental Review Record is assembled, and approved by State.

PAYMENT

County shall pay Contractor, for services rendered, at the rate and in the amounts as outlined in the attached Exhibit "A" that has been incorporated by reference. The total not to exceed amount in this contract is \$55,000, including reimbursable expenses. Contractor may bill County for services rendered no more frequently than once every two weeks. Payment is due within ten days after the funds are received from Business Oregon Infrastructure Finance Authority.

3. PROFESSIONAL STANDARDS

Contractor represents and warrants that all of its work will be performed in accordance with generally accepted professional practices and standards.

4. TERMINATION

This Contract may be terminated by either party for material breach of its terms provided that the party not in breach gives written notice to the party in breach and the breach is not cured within 10 calendar days of said notice. If this Contract is so terminated, the Contractor shall be paid in proportion to the work performed prior to the date of notice of termination. Termination of the Contract shall not prejudice any right of a party prior to the effective date of termination.

5. OWNERSHIP OF DOCUMENTS

All documents produced by Contractor in fulfillment of this contract shall remain the property of Curry County.

6. INSURANCE

The Contractor shall secure and maintain such insurance as will protect it from claims under the Workers' Compensation Law and from claims for bodily injury, death or property damage which may arise from the performance of services under this Contract.

In furtherance of the foregoing, Contractor, shall, at its own cost and expense, obtain before commencement of work, and maintain during the process of work, insurance coverage as set forth below. Contractor shall supply certificates evidencing that said minimum insurance is in force and that ten day notice will be given to the County prior to any cancellation, restriction, or modification of such insurance.

- a. Automobile liability insurance in limits not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate.
- b. Comprehensive general liability insurance in limits not less than \$2,000,000 combined single limit per occurrence with \$2,000,000 general annual aggregate. County shall be named an additional insured.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Contractor, its employees, or agents in connection with this Contract.

8. ASSIGNMENT/DELEGATION

The parties may not assign, subcontract, or transfer any interest or duty under this Contract without the prior written consent of the other party. No assignment shall be of any force or affect whatsoever unless and until the other party has so consented.

9. STATUS OF CONTRACTOR

Contractor is an independent Contractor and not an employee of the County. Contractor shall have the complete responsibility for the performance of this Contract. Contractor is a subject employer under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires it provide workers compensation coverage for its subject workers.

Although the County reserves the right to evaluate the quality of the completed performance, only the Contractor shall have control of the work and manner in which it is performed. Contractor is not to be considered an agent or employee of the County and is not entitled to participate in any benefits that County provides its employees.

County will report the total amount of all payments to Contractor including any expenses, in accordance with the Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Contractor shall be responsible for any Federal or State taxes applicable to amounts paid under this Contract.

10. DISPUTES

In the event a claim, dispute, or other matter in question between the parties to this Contract arises and results in legal action, each party is responsible for its own attorney's fees.

11. NONAPPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Contract, then the County will immediately notify the Contractor or its assignee of such occurrence and

this Contract shall terminate on the last day of the fiscal year for which the appropriations were received without penalty or expense to County of any kind whatsoever, except to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

12. COMPLIANCE WITH LAWS

This Contract shall be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state, and local statutes, regulations, etc. including, but not limited to ORS 279B.220, 279B.230 and 279B.235 which are incorporated herein.

13. WAIVER

No provision of this Contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights.

14. SEVERABILITY

If any provision of this Contract is held by a court to be invalid, such invalidity shall not affect the validity of other provisions of the Contract.

15. NOTICES, BILLS AND PAYMENTS AND MISCELLANEOUS PROVISIONS

All notices, bills and payments shall be in writing and may be given by personal delivery or mail. Notices, bills and payments sent by mail should be addressed as follows:

County: Julie Schmelzer
Curry County Director of Administration
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Contractor: Tracy Loomis
CCD Business Development Corporation
522 SE Washington Ave., Suite 111A
Roseburg, OR 97470

The County and the Contractor mutually agree that this Contract and the Exhibit A and Exhibit 5E attached hereto represent the entire Contract between the County and the Contractor with respect to the subject matter hereof and supersedes all prior negotiations, writings or discussions between them.

CONTRACTOR



Eileen Ophus, Executive Director, CEO
CCD Business Development Corporation

10.21.15

Date

EXHIBIT A

Schedule of Payments

Contractor will invoice, following the schedules outlined below. Contractor will submit invoices to County with detail that supports the payment due to Contractor. Contractor will bill at an hourly basis, \$100 per hour, according to the following:

ENVIRONMENTAL REVIEW RECORD (ERR): Administrative compensation due to CCD for the compilation of a CDBG Environmental Review Record shall not exceed **\$15,000.00**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
ERR	To be Invoiced monthly, Until completion of ERR

GRANT ADMINISTRATION: Administrative compensation due to CCD for grant administration duties shall not exceed **\$25,000**. Contractor will invoice County per the schedule that follows.

LABOR STANDARDS: Administrative compensation due to CCD for conducting labor standards shall not exceed **\$15,000**. Contractor will invoice County per the schedule that follows:

<u>Payment to CCD</u>	<u>When Disbursed Funds Reach This Level:</u>
Grant Admin/Labor Standards	First Draw of Project
Grant Admin/Labor Standards	\$ 250,000
Grant Admin/Labor Standards	\$ 500,000
Grant Admin/Labor Standards	\$ 750,000
Grant Admin/Labor Standards	\$1,000,000
Grant Admin/Labor Standards	\$1,250,000
Grant Admin/Labor Standards	\$1,500,000
Grant Admin/Labor Standards	\$1,750,000
Grant Admin/Labor Standards	\$2,000,000
Grant Admin/Labor Standards	Final Draw

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

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

1. Source of Funds

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

2. Conflict of Interest

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

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

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

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 and the funded activity leads to construction i.e. engineering, program management, etc.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall

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

describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

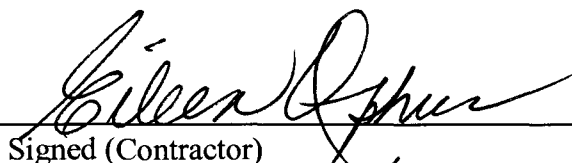
The undersigned certifies, to the best of his or her knowledge and belief, that:

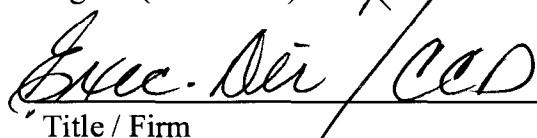
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

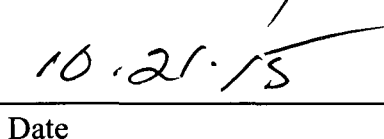
Exhibit 5E – Grant award exceeds \$100,000 - Non-Construction Contracts

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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


Signed (Contractor)


Title / Firm


Date

Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

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

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency									2. Location (City, State, ZIP Code)					
3a. Name of Contact Person						3b. Phone Number (Including Area Code)			6. Date Submitted					
See Explanation of Codes below 7j.														
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code	

7c: Type of Trade Codes:

- | | |
|---|--|
| 1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt. | 6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other |
|---|--|

7d: Racial/Ethnic Codes:

- 1 = White Americans
 2 = Black Americans
 3 = Native Americans
 4 = Hispanic Americans
 5 = Asian/Pacific Americans
 6 = Hasidic Jews

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

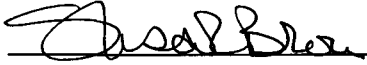
7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

COUNTY

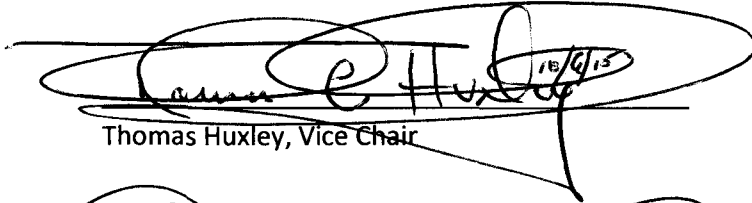
BOARD OF CURRY COUNTY COMMISSIONERS



Susan Brown, Chair

10-6-15

Date

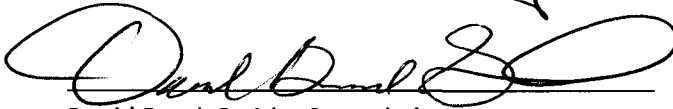


10/6/15

Thomas Huxley, Vice Chair

10/6/15

Date

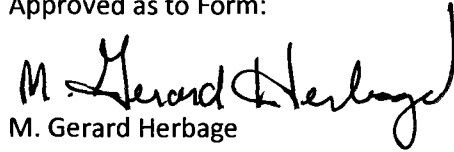


David Brock Smith, Commissioner

10/6/15

Date

Approved as to Form:



M. Gerard Herbage

Curry County Legal Counsel

CURRY COUNTY BOARD OF COMMISSIONERS**AGENDA ITEM ROUTING SLIP**

FORM 10-001.1 Rev. 01-13-2017

PART I – SUBMITTING DEPARTMENT: RETURN TO BOC_OFFICE@CO.CURRY.OR.US**AGENDA ITEM TITLE:** Workshop to discuss Channel 181 with Curry Community Voices**AGENDA DATE^a:** 09/13/2017 **DEPARTMENT:** BOC **TIME NEEDED:** 1.0 hr^aSubmit by seven days prior to the next General Meeting (eight days if a holiday falls within that seven day period)**CONTACT PERSON:** J Hutt **PHONE/EXT:** 3218 **TODAY'S DATE:** 09/06/17**BRIEF BACKGROUND OR NOTE^b:** The Board directed staff to work with Carl King and Curry Community Voices to develop details for cable channel 181. This will be a presentation of those details.^bIndicate if more than one copy to be signed**FILES ATTACHED:****SUBMISSION TYPE:** Discussion/Decision

(1) Curry Community Voices Materials

(2)

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

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

INSTRUCTIONS ONCE SIGNED:☐ No Additional Activity Required

OR

☐ File with County Clerk

Name:

☐ Send Printed Copy to:

Address:

☐ Email a Digital Copy to:

City/State/Zip:

☐ Other

Phone:

Due date to send: / /

Email:

^cNote: Most signed documents are filed/recorded with the Clerk per standard process.**PART II – COUNTY CLERK REVIEW****EVALUATION CRITERIA:****CLERK ASSESSMENT:** Does this agenda item meet filing/recording standards? Yes ☐ No ☐ N/A ☐

(If No, brief detail)

PART III - FINANCE DEPARTMENT REVIEW**EVALUATION CRITERIA 1-4:**

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

PART IV – COUNTY COUNSEL REVIEW**AGENDA ASSIGNMENT TYPE:** Presentations**LEGAL ASSESSMENT:** Does this agenda item have a legal impact? Yes ☐ No ☒

(If Yes, brief detail) Workshop only; decisions to be made at subsequent meeting

PART V – BOARD OF COMMISSIONER REVIEW/COMMENT**LIAISON COMMISSIONER AGREES TO ADD TO AGENDA:**Commissioner Thomas Huxley Yes ☐ No ☐Commissioner Sue Gold Yes ☐ No ☐Commissioner Court Boice Yes ☐ No ☐Not applicable to Sheriff's Department since they do not have a liaison ☐

**REVOCABLE PERMIT TO OPERATE NON-COMMERCIAL PEG
CHANNEL 181
TO BE OPERATED BY CURRY COUNTY VOICES**

This Agreement regarding Charter Public, Educational or Governmental (PEG) Channel 181 is executed as of this _____ day of October, 2017 (hereinafter, the "Effective Date") by and between Curry County acting by and through its Board of Commissioners (hereinafter, "the County") and The Gold Beach Rotary Foundation, Inc. doing business as Curry County Voices (hereinafter, "Curry County Voices"). The purpose of this Agreement is to set forth the terms and conditions governing the operation of the County's Charter Communications' PEG Channel 181 by Curry County Voices.

WHEREAS, Section 611 of the Communications Act, 47 U.S.C. § 531, as amended, authorizes governmental franchisors to require cable providers to set aside channel capacity to provide access for public, educational or governmental ("PEG") programming; and

WHEREAS, Curry County has been provided with two channels for PEG access pursuant to its franchise agreement with Charter Communications; and

WHEREAS, Curry County has entered into an agreement with Brandt Media to operate on its behalf one of the two channels, Channel 182, limited to governmental programming; and

WHEREAS, Curry County seeks to have a 501(c)(3) non-profit entity operate the other channel, Channel 181, subject to this revocable permit and applicable PEG laws; and

WHEREAS, Curry County Voices has represented that, with the assistance of Brandt Media, it has the knowledge and expertise to operate Channel 181.

NOW, THEREFORE, in consideration of the mutual understandings contained herein, the County and Curry County Voices agree as follows:

1. Curry County Voices.

Curry County Voices is incorporated in the State of Oregon as a public benefit non-profit charity, is an independent non-profit corporation within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and has registered with the Secretary of State of Oregon the assumed name "Curry County Voices".

2. Revocable Permit from County to Curry County Voices.

The County hereby designates Curry County Voices as the operator of Charter Communications Channel 181 in Curry County. This designation of Curry County Voices as operator of Channel 181 is revocable, with or without cause, upon sixty days written notice by the County acting by and through its Board of Commissioners.

3. Responsibility for Programming.

During the term of this Agreement, Curry County Voices shall be fully and completely responsible for all programming, scheduling, and administration of Channel 181. The County shall have no editorial control over, involvement in or responsibility for the content or scheduling of programming on Channel 181. Any attempt by any County official or employee to influence the content or scheduling of programming on Channel 181 shall be deemed not to be an action on behalf of the County.

4. Compliance with Applicable Laws.

Curry County Voices shall comply with appropriate Federal law and regulations governing the availability of program time and the County's equipment and facilities in order to provide for non-discriminatory access and use. Curry County Voices shall not discriminate against any person in any of its Public Access activities on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual preference, affectional preference, disability, age, marital status or status with regard to public assistance.

5. Outreach.

Curry County Voices shall encourage the widest possible public participation among community and school organizations, including the establishment of a Public Access Advisory Council as set forth on Attachment A to this Agreement.

6. Training.

Curry County Voices shall develop and implement policies for training activities, including outreach to publicize the availability of training activities, including workshops, classes and certification requirements.

7. Programming.

(a). Curry County Voices shall cablecast on Channel 181 a wide variety of programming which addresses the interests and needs of residents of Curry County, including programming responsive to the needs of schools, whether through the production or the acquisition of programming.

(b). While all programming shall be non-commercial in nature, programming may highlight the availability of products and services of interest to residents. While there shall be no advertising or promotion of specific products or services for sale, Curry County Voices may solicit program sponsorships and identify briefly such sponsors consistent with the Federal Communications Commission Guidelines for Acknowledgment of Donors. Commission Policy Concerning the noncommercial Educational Nature of Educational Broadcasting Stations, 97 FCC 2d 255 (1984); Commission Policy Concerning the noncommercial Educational Nature of Educational Broadcasting Stations, 90 FCC 2d 895 1982).

(c). During the term of this Agreement, Curry County Voices shall comply with all Federal and State laws and regulations regarding program content, it being understood that Curry County Voices shall have full discretion to refuse to cablecast any material that it, in its discretion, reasonably believes to be obscene in accordance with 47 U.S.C. § 531(e) and §§ 558-559 and 47 CFR 76.702.

(d). Before cablecasting material submitted by a third

party, Curry County Voices shall require the third party to warrant, in writing, that the third party has obtained all necessary ownership rights, clearances and licenses, and made all other necessary arrangements with every interested party for lawful transmission of the submitted material.

(e). Curry County Voices shall cablecast the following written statement intermittently, but not less than five (5) times during a 24-hour schedule of Channel 181:

"Opinions expressed on Channel 181 are the sole responsibility of the person or entity expressing them and do not necessarily reflect the opinions of Charter Communications, Curry County Voices, or Curry County."

8. Facilities and Equipment.

(a). Until such time as Curry County Voices establishes studio space at another location within Gold Beach, during regular hours that the Annex Building is open for County business and subject to its availability, Curry County Voices may have access to the Blue Room in the basement of the Annex Building for producing and cablecasting programming as well as for training activities, including workshops and classes, and with Brandt Media's supervision and assistance may use the County's equipment for training activities and for producing and cablecasting programming, provided:

(i) Curry County Voices use of the Blue Room is limited to two (2) days per month, from 3pm to 6pm.

(ii) Curry County Voices shall reserve the Blue Room with BOC Office staff.

(iii) Use of equipment will be subject to supervision and control of Brandt Media. Curry County Voices shall use its best efforts to prevent any theft, loss or damage to the County's equipment during its use of it.

(b). Within 30 days of contract execution, the County shall initiate procurement and use restricted PEG Franchise Fees to purchase the "field equipment" set forth on Attachment B to this Agreement, which field equipment shall be made available to Curry County Voices for training

activities and for the production of programming.

(i) Field Equipment shall be owned by the County, and any person using Field Equipment must sign it out and return it to the County. When practical, use of all field equipment will be subject to supervision and control of Brandt Media.

(c). Within 30 days of contract execution, Curry County Voices shall enter into an agreement with Brandt Media pursuant to which Brandt Media will provide to Curry County Voices the services set forth on Attachment C to this Agreement. Curry County Voices shall be solely responsible for the payment for any services rendered by Brandt Media with respect to Channel 181.

9. Term.

This Agreement shall become effective on the Effective Date and shall continue in full force and effect through December 31, 2018, provided that it may be terminated, with or without cause, upon sixty days written notice by the County acting by and through its Board of Commissioners. All rights to the assumed name "Curry County Voices" shall be assigned to the County or its designee immediately upon any termination of this Agreement.

10. Independent Contractor.

It is understood and agreed that Curry County Voices is an independent contractor and that no other relationship of any kind exists between the County and Curry County Voices. The relationship between the County and Curry County Voices shall be that established by this Agreement and none other.

11. Indemnification.

Curry County Voices shall indemnify, defend and save and hold harmless the County of and from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way occasioned by the operation of Channel 181 by Curry County Voices.

12. Assignment.

Neither this Agreement nor any interest herein shall be assigned by Curry County Voices to any other entity or person without the advanced express, written authorization of the County acting by and through its Board of Commissioners.

13. No Third-party Beneficiaries.

Nothing in this Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Agreement.

14. Governing Law.

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

15. Nonwaiver.

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

16. Entire Agreement.

This Agreement is the entire agreement of the parties regarding the operation of Channel 181 and supersedes all prior negotiations and agreements whether written or oral regarding the subject matter contemplated herein. This Agreement may be amended or modified only by a written instrument signed by both the County and Curry County Voices.

17. Notices.

All formal notices required to be given by either party shall be given in writing, to the Board of Commissioners if intended for the County, and to The Gold Beach Rotary Foundation, Inc. if intended for Curry County Voices.

The Gold Beach Rotary Foundation, Inc.

Carl King, president

Date

CURRY COUNTY BOARD OF COMMISSIONERS

Thomas Huxley, Chair

Date

Sue Gold, Vice Chair

Date

Court Boice, Commissioner

Date

Approved as to Form:

John R. Hutt1, County Counsel

Date

**PEG Channel 181
Phase 1
Summary Time Line**

June 1, 2017 Preliminary approval of matching Rotary District Grant (\$4,000)

Aug. 4, 2017 Registration of assumed name ("Curry County Voices") by Gold Beach Rotary Foundation

Sept. 20, 2017 Approval of Gold Beach Rotary Foundation Grant (\$1,000)

Oct. 1, 2017 Final approval of District Grant

Oct. 4, 2017 Gold Beach Rotary Foundation d/b/a "Curry County Voices" enters into contract with Board of Commissioners to operate Charter Channel 181 as a public/education access channel.

Nov. 3, 2017 Gold Beach Rotary Foundation d/b/a "Curry County Voices" contracts with Brandt Media for assistance in the operation of Channel.

Nov. 3, 2017 County purchases required field equipment. (Approximately \$15,000)

Nov. 3, 2017- Brandt conducts certification workshops and
Dec. 31, 2017 commences equipment training and programming classes and general assistance.

Jan. 1, 2018- Brandt commences scheduling and monitoring of
Dec. 31, 2018 programming, continues equipment training and programming classes and general assistance.

Spring 2018 Gold Beach Community Fund Grant (\$2,500)

Quarterly cost of certification workshops:

\$375 plus materials cost of \$35 per participant.

Quarterly cost of scheduling and monitoring programming

\$1,500

Other costs billed on hourly basis with costs offset by fees paid by those providing programming and/or sponsorships.

ATTACHMENT B
EQUIPMENT TO BE ACQUIRED

SKB iSeries 2617-12 Waterproof Case

GeChic 1503H 15.6" 16:9 Portable On-Lap IPS Monitor

JVC GY-HM200U 4KCAM Compact Handheld Camcorder with 3G-SDI
Output

Davis & Stanford Provista 7518B Tripod with V18 Fluid Head

Manfrotto MVR901ECLA RC Tripod Clamp LANC Zoom/Focus Remote

Shure BLX188/CVL Dual Channel Dual Lavalier Wireless Mic
System (H10:542-572-MHz)

MacBook Pro i7

Adobe Creative Suite

ATTACMENT C
BRANDT SERVICES

Teach field certification workshop quarterly.

Facilitate Curry County Voices' acces to and use of equipment in the Blue Room two weekday afternoons from 3pm to 6pm each month.

Facilitate Curry County Voices' acces to and use of field equipment in the field at least two weekend afternoons from noon to 4pm each month.

Be responsible for access to field equipment, including maintaining sign-out and sign-in records.

Provide training and facilitate production of programming for Channel 181 two weekday afternoons from 3pm to 6pm each month and two weekend afternoons from noon to 4pm each month.

Scheduling and monitoring programming on Channel 181.

Equipment maintenance and material preparation.

ATTACHMENT A
PUBLIC ACCESS ADVISORY COUNCIL

Curry County Voices will form a Public Access Advisory Council to provide feedback and oversight concerning Curry County Voices' policies and procedures, to pursue opportunities to raise public awareness of and support of Public Education Government access on Channel 181, to encourage non-commercial support for programming following industry-standard guidelines, as well as to serve as a third party review board for programming-related complaints.

All persons, firms, corporations, businesses, organizations, schools, institutions and other entities in Curry County who subscribe to the purpose of Curry County Voices and who support Curry County Voices by participation or with a contribution of money, service or equipment will be eligible for membership in the Public Access Advisory Council.

All members of the Council will have the right to notice of and attendance at meetings of the Council. Any person or entity interested in becoming a member of the Council can demonstrate his or her interest in the affairs of Curry County Voices by:

- a. Submitting a duly signed application, on a form provided by Curry County Voices, and
- b. Paying membership dues, if any, by category, as they may from time to time be established by Curry County Voices.

The Council will meet at least quarterly at a time and place to be determined by Curry County Voices. Meetings of the Council shall be open to the public.

Among other things, the Council will:

- (a) assist Curry County Voices in developing and implementing fundraising strategies and plans and in assisting in the implementation of specific fundraising projects undertaken by Curry County Voices;
- (b) assist Curry County Voices in developing and implementing strategies for the development of a broad-based membership in the Council which encourages and

fosters the development and production of access and community programming;

(c) assist Curry County Voices in complying with appropriate federal law and regulations governing the availability of program time and Curry County Voices' equipment and facilities in order to provide for non-discriminatory access and use.

(d) assist Curry County Voices in developing and implementing policies for training activities, including outreach to publicize the availability of training activities and determining the subject matter of workshops, classes and certification requirements;

(e) assist Curry County Voices in ensuring that a wide variety of programming which addresses the interests and needs of residents, including programming responsive to the needs of schools, is available whether through the production or acquisition of alternative programming;

(f) assist Curry County Voices in reviewing and evaluating the allocation of channel capacity and other programming capacity;

(g) assist Curry County Voices in developing and evaluating strategies to maximize the quantity and quality of original programming produced or fostered by Curry County Voices;
and

(h) assist Curry County Voices in exploring ways of integrating Curry County Voices into the community to serve the diverse needs of all community, school and municipal organizations, ethnic groups and other interests, in informing and generally educating all such diverse groups about Curry County Voices and its services and facilities, and in cultivating interest in and access to Curry County Voices.

CURRY COUNTY VOICES

START-UP BUDGET

INCOME:

Rotary Club of Gold Beach	\$2,000.00
Rotary District Matching Grant	\$2,000.00
Gold Beach Rotary Foundation Grant	\$1,000.00
Gold Beach Community Fund Grant	\$2,500.00
Program Sponsorships*	\$5,000.00
Memberships	<u>\$1,375.00</u>
	\$13,875.00

EXPENSES**:

Certification Workshops	\$1,875.00
Scheduling and Monoriting	\$6,000.00
Training and Production***	\$5,000.00
Membership Costs****	<u>\$1,000.00</u>
	\$13,875.00

* Will support production costs for student-produced and other special programming

** Production costs for some programming will be paid by program producers.

*** Cost of equipment to be purchased and owned by County, estimated at \$10,000.00

**** Includes providing students' material costs for certification workshops

Curry County Clerk, Renee Kolen
Filed Date 10/16/2014
Time 3:51 PM
Deputy Bilena
23 PAGES

#4862

**CABLE TELEVISION
FRANCHISE AGREEMENT
between
CURRY COUNTY, OREGON
and
Falcon Cable System Company II, L.P., d.b.a. Charter
Communications**

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state EAS rules as required in 47 C.F.R. Part 11 or as amended.

4.2 Standby Power. Grantee shall provide standby power generating capacity at the cable communications system control center and at all hubs and any fiber optic nodes.

4.3 Technical Standards. The Federal Communications Commission (FCC) Rules and Regulations, Part 76, Subpart K (Technical Standards), as now or hereafter constituted, shall apply and Grantee shall at all times comply with such Rules and Regulations. The Grantor shall have, upon thirty (30) days written request, the right to obtain from Grantee a copy of tests and records required to be performed pursuant to the FCC's rules. Grantor may require additional tests, repeat tests, or tests involving specified subscriber terminals to secure compliance with the technical standards in accordance with Part 76, Subpart K.

4.4 Remedy for Non-Compliance. In any case where system testing reveals non-compliance with FCC standards, the Grantee shall repair the System or make whatever modifications are necessary to bring the System performance into compliance with FCC standards.

4.5 Safety Standards and Maintenance. The Grantee shall install and maintain its wires, cable, fixtures, and other equipment in accordance with the requirements of the National Electric Safety Code, and in such manner that they shall not interfere with the installations of any public utility.

SECTION 5

Community Access and Local Programming

5.1 Channel Capacity and Use of Public, Education and Government (PEG) Access Channels.

Grantee shall provide one (1) channel on the Cable System for the use by Grantor for original, locally-produced, non-commercial, video programming for Public, Education and Government ("PEG") access programming. Grantee has the option to air the PEG channel in analog, digital or other format, so long as programming is available to all Subscribers without the need for equipment other than equipment, including converters, that are required of all Subscribers. The PEG Channel type shall be displayed in the same manner as other Channels on the Grantee's Channel Lineup.

5.2 Management and Control of Access Channels. Grantor reserves the right to permit a third party to operate and manage the PEG channel on the Grantor's behalf. To the extent of such designation by the Grantor, Grantor retains sole and exclusive responsibility for operating and managing such Access facilities consistent with the terms of this Franchise. The Grantor and its designee may formulate rules for the use of the PEG Channel(s), consistent with this Franchise.

5.3 Additional Channel. The Grantor shall provide one (1) additional PEG Channel for a maximum of two PEG channels, upon sixty (60) days' notice if the PEG channel provided pursuant to Section 5.1 is occupied seventy (70%) of the hours between 11a.m. and 11p.m. for any twelve (12) consecutive week period. For the purposes of the above percentage calculation: a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week period; and b) time allocated to character-generated or similar programming shall be excluded.

5.4 Grantee's Use.

5.4.1 Grantee reserves the right to have the PEG Channel provided pursuant to Section 5.1 returned to the Grantee for the Grantee's use in the event there is no PEG programming placed on the Channel for fourteen (14) consecutive days.

5.4.2 In the event the Grantee has provided an additional PEG Channel as provided in Section



Jeremy Skinner, *Chair*

Carl King, *Vice Chair*

Shelia Megson, *Secretary*

Eric Hanson, *Member*

Todd Weeks, *Member*

PEG Task Force Recommendations

- At the minimum Curry County should use PEG funds to:
 - * acquire an A/V system for broadcasting live and archived content to cable
 - * acquire an A/V system capable of being expanded for local and remote public programming/recording of content
 - * acquire an A/V system capable of being used for online streaming
 - * acquire an A/V system with a user friendly interface
 - * acquire an A/V system that is ADA compliant
 - * acquire an A/V system for which equipment costs are justified
- Curry County should consult with an A/V professional to fully understand the technology needs necessary to accomplish the tasks above, and draft an RFP reflecting the advice of the consultant. The consultant should not be a responder to the RFP.
- Curry County should conduct a public RFP process for purchase and installation of PEG equipment.
- Curry County should reconvene the PEG Task Force after equipment installation to make recommendations on meeting the public and education access requirements of the PEG program.

HISTORIC PEG FRANCHISE FEE REVENUES

Fiscal Year Ending	Actual Revenue*
June 30, 2010	14,037
June 30, 2011	8,548
June 30, 2012	?
June 30, 2013	16,008
June 30, 2014	13,125
June 30, 2015	15,327
June 30, 2016	16,934
June 30, 2017	**
June 30, 2018	**

* As reported on Budget Documents prepared for the County Budget Committee.

** The projected revenue for each of 2016 and 2017 was \$13,000.

CURRY COUNTY VOICES

PARTNERSHIP OPPORTUNITIES

Block: programming scheduled back-to-back with similar theme and/or target audience.

Strip: programming scheduled in a consistent time slot with similar theme and/or target audience.

Health & Wellness: Weekday mornings, one half hour;
Friday afternoons, one and one-half hour

Youth News: Monthly program cablecasted seven times a week

Meet Our Vets: Monthly interview of a Curry County vet cablecasted seven times a week alternating weeks

What's New At The VA: Monthly interview with VA cablecasted seven times a week alternating weeks

Curry County News: New edition each Friday, as many as 20 plays each week

Whats Cooking in Curry: Monthly program highlighting a Curry County restaurant/food truck, seven plays each week

Keep It Local: Monthly program highlighting a business in the county, seven plays each week

What Do They Do: Monthly program highlighting non-profit or government department, seven plays each week

Special District

Board Meetings: Live coverage with replays

Special Events: Live coverage with replays

Lets Talk About It: Moderated panel discussions of current topics of interest in the County, seven plays each week

CURRY COUNTY VOICES

PROGRAM PROPOSAL

Date: _____ Project Title: _____

Program format:

___ Studio Show ___ On Location ___ Combination

Type:

___ Ongoing series ___ Limited Series ___ One-time show

Project Description: _____

Crew needed: _____ (must be members)

Project Production Estimates:

Equipment required? _____

Studio time required? _____

Edit Station time required? _____

Other resources needed? _____

Completion date _____

Possible Project Content/Use Concerns:

Copyright controlled material? _____

Talent Release Forms? _____

Use of video produced on web? _____

Business website or e-mail used in video? _____

Producer's contact information: _____
